

<i>SERFF Tracking Number:</i>	<i>WSST-126671154</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Integrity Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46467</i>
<i>Company Tracking Number:</i>	<i>INT-15 1011</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>ILIC/VAROOM/RJP</i>		
<i>Project Name/Number:</i>	<i>ILIC/VAROOM/RJP /ILIC/VAROOM/INT-15 1011/RJP</i>		

## Filing at a Glance

Company: Integrity Life Insurance Company

Product Name: ILIC/VAROOM/RJP

TOI: A03I Individual Annuities - Deferred  
Variable

Sub-TOI: A03I.002 Flexible Premium

Filing Type: Form

SERFF Tr Num: WSST-126671154 State: Arkansas

SERFF Status: Closed-Approved-  
Closed State Tr Num: 46467

Co Tr Num: INT-15 1011

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Megan Thomas, Nikki

Disposition Date: 08/18/2010

Lape, Ramona Piercefield

Date Submitted: 08/11/2010

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: ILIC/VAROOM/RJP

Project Number: ILIC/VAROOM/INT-15 1011/RJP

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: This is pending in  
our state of domicile, Ohio, through IIPRC.

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 08/18/2010

Created By: Ramona Piercefield

Corresponding Filing Tracking Number:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 08/18/2010

Deemer Date:

Submitted By: Ramona Piercefield

Filing Description:

Re: INT-15 1011, Flexible Premium Deferred Fixed and Variable Annuity

INT-15 1011 VRM, Contract Specifications Pages

FIXED-STO-SP, Fixed Account Specifications Page

VA-SP, Subaccount Specifications Page

IR.32 1011, Individual Guaranteed Lifetime Withdrawal Benefit Rider

IR.32 1011 SP, Individual Guaranteed Lifetime Withdrawal Benefit Rider Specifications Pages

IR.33 1011, Spousal Guaranteed Lifetime Withdrawal Benefit Rider

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IR.33 1011 SP, Spousal Guaranteed Lifetime Withdrawal Benefit Rider Specifications Pages  
IR.34 1011, Death Benefit Rider  
IR.34 1011 SP, Death Benefit Rider Specifications Page  
IL-28-31000, Annuity Application  
EE.12 1011 Traditional IRA Endorsement

We respectfully submit for your review and approval the above-referenced forms. All forms are submitted in final print. These are new forms which are not intended to replace any existing forms. These forms were filed on July 16, 2010, in our state of domicile, Ohio, through IIPRC and are pending.

Description of Contract (INT-15 1011):

Form INT-15 1011 is an Individual Flexible Premium Deferred Variable and Fixed Annuity contract ("Contract"). The Contract is an owner-based variable annuity that features 19 separate account funds investing in underlying Exchange Traded Funds and two general account funds. The Contract will be issued with an enhanced death benefit. Two optional living benefit riders are available for an additional cost, one individual and one spousal. The Contract will be used with more than one plan. Plan VAROOM is included with this filing. Each Plan (when available) will be filed using separate specification pages with unique numbering for each Plan.

We intend to market VAROOM in tax qualified markets only through various distribution channels, including independent agents, registered broker dealers, registered investment advisors, and financial institutions. VAROOM will be primarily positioned for the qualified plan rollover marketplace.

Currently the forms for approval are being used in traditional paper formatting. We reserve the right to develop and utilize electronic and/or telephonic uses in the future. Should we decide to pursue alternative methods, we certify we will amend the filing with our procedures, John Doe information and any additional processes as required. This product is not illustrated.

Description of Specifications Pages (INT-15 1011 VRM):

The Specifications Pages contain variable information that may be modified in the future in accordance with the supporting Statement of Variability. The Specifications Pages have been completed with hypothetical data that is realistic and consistent with the contents of the Contract and the Actuarial Memorandum.

Description of Subaccount Specifications Page (VA-SP):

The Subaccount Specification Page specifies the Subaccounts currently available as investment options. The Specifications Page has been completed with hypothetical data that is realistic and consistent with the contents of the Contract and the Actuarial Memorandum.

Description of Fixed Account Specifications Page (FIXED-STO-SP):

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Company Tracking Number: INT-15 1011  
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium  
Product Name: ILIC/VAROOM/RJP  
Project Name/Number: ILIC/VAROOM/RJP /ILIC/VAROOM/INT-15 1011/RJP

The Fixed Account Specifications Page specifies the Fixed Accounts and Guarantee Periods currently available. The Specifications Page has been completed with hypothetical data that is realistic and consistent with the contents of the Contract and the Actuarial Memorandum.

**Description of Lifetime Benefit Riders: (IR.32 1011, IR.33 1011):**

The Guaranteed Lifetime Withdrawal Benefit Riders (GLWB Riders), Forms IR.32 1011 and IR.33 1011, are optional riders available for an additional charge. Form IR.32 1011 provides a single life benefit for the owner and Form IR.33 1011 provides a joint life benefit for the owner and the owner's spouse. Only one of the two riders may be elected.

If either is elected, the GLWB Rider is irrevocable for a certain period of time, after which it will be revocable annually during a defined window. It is currently available only at issue; however, we reserve the right to offer the benefit to existing customers in the future.

We reserve the right to use these riders with the Contract being submitted for approval, and any variable annuity contracts that may be developed in the future.

**Description of Lifetime Benefit Riders' Specifications Pages (IR.32 1011 SP, IR.33 1011 SP):**

The GLWB Riders' Specifications Pages are enclosed. Specifications Pages have been completed with hypothetical data that is realistic and consistent with the contents of the Contract and the Actuarial Memorandum.

The GLWB Riders will be marketed to individuals ages 45 to 80; however, we reserve the right to expand the age limitation in the future, consistent with the supporting Statement of Variability.

**Description of Death Benefit Rider (IR.34 1011):**

The Death Benefit Rider provides a Guaranteed Death Benefit instead of the Death Benefit stated in the Contract. The Rider will be automatically included with the Contract at issue, at no additional cost. . The Rider cannot be purchased as a separate benefit and cannot be terminated once it has been issued.

We reserve the right to use these riders with the Contract being submitted for approval, and any annuity contracts that may be developed in the future.

**Description of Death Benefit Rider Specifications Page (IR.34 1011 SP):**

The Death Benefit Rider Specifications Page is enclosed. The Specifications Page has been completed with hypothetical data that is realistic and consistent with the contents of the Contract and the Actuarial Memorandum.

**Description of Endorsements (EE.12 1011):**

Two tax endorsements will be used with the Contract: a Traditional Individual Retirement Annuity (IRA) Endorsement and a Roth Individual Retirement Annuity (IRA) Endorsement. These tax endorsements amend an annuity contract to

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allow qualification under the Internal Revenue Code. The Traditional IRA Endorsement, Form EE.12 1011, is new and is being submitted for your review and approval. Form EE.09 0912, Roth IRA Endorsement, was previously approved in your state on December 21, 2009, state tracking #44349.

We reserve the right to use these endorsements with the Contract being submitted for approval, and any annuity contracts that may be developed in the future.

Description of Application (IL-28-31000):

The enclosed application will be used to apply for this Contract. The application has been completed in John Doe fashion. The application may also be used to apply for policies or riders that may be approved in the future. Any change to the form not described in the Statement of Variability will be submitted for approval.

Actuarial Memorandum:

An actuarial memorandum describing this product, dated and signed by a member of the American Academy of Actuaries, is enclosed as Supporting Documentation.

Statements of Variability/Certification:

All variable items have been denoted by red brackets and are subject to change as explained in the supporting Statements of Variability. A Statement of Variability for each filed form has been included in this filing.

We certify that any change or modification to a variable item shall be administered in accordance with the requirements in the Variability of Information section, including any requirements for prior approval of a change or modification.

Flesch Certification:

The Contract, riders, application and endorsement are subject to federal jurisdiction and accordingly, are exempt from the readability requirements.

Format:

These forms are submitted in final printed format and are subject to only minor modification in paper size and stock, ink, border, typographical errors, formatting in the form of a booklet, and formatting pages to conform to our printer requirements. No change in language will occur.

We look forward to your review and approval.

Sincerely,

Ramona Piercefield  
Jr. Product & State Filing Analyst

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Product Name: ILIC/VAROOM/RJP  
Project Name/Number: ILIC/VAROOM/RJP /ILIC/VAROOM/INT-15 1011/RJP  
Western-Southern Financial Group  
1-800-446-0795 (1873)  
CompFiler@WSLife.com

## Company and Contact

### Filing Contact Information

Ramona Piercefield, Product & State Filing Analyst  
400 Broadway  
Cincinnati, OH 45202  
Ramona.Piercefield@wslife.com  
800-446-0795 [Phone] 1873 [Ext]  
513-357-4123 [FAX]

### Filing Company Information

Integrity Life Insurance Company  
400 Broadway  
Cincinnati, OH 45202  
CoCode: 74780  
Group Code: 836  
Group Name: West-Southern Group  
State of Domicile: Ohio  
Company Type: Life  
State ID Number:  
(800) 446-0795 ext. [Phone]  
FEIN Number: 86-0214103

## Filing Fees

Fee Required? Yes  
Fee Amount: \$600.00  
Retaliatory? Yes  
Fee Explanation: \$50.00 per policy form x 12 forms = \$600.00  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Integrity Life Insurance Company	\$600.00	08/11/2010	38709053

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/18/2010	08/18/2010

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	08/16/2010	08/16/2010	Ramona Piercefield	08/18/2010	08/18/2010

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## Disposition

Disposition Date: 08/18/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statements of Variability		Yes
Supporting Document	Guaranty Association Form		Yes
Supporting Document (revised)	Arkansas Certificates of Compliance		Yes
Supporting Document	Certificate of Compliance	Replaced	Yes
Form	Flexible Premium Deferred Fixed and Variable Annuity Contract		Yes
Form	Flexible Premium Deferred Fixed and Variable Annuity Specifications Pages		Yes
Form	Fixed Account Specifications Page		Yes
Form	Subaccount Specifications Page		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider Specifications Pages		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider (Spousal)		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider (Spousal) Specifications Pages		Yes
Form	Death Benefit Rider		Yes
Form	Death Benefit Rider Specifications Page		Yes
Form	Individual Retirement Annuity Endorsement		Yes
Form	Flexible Premium Individual Variable Annuity Application		Yes



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*TOI:*      *A03I Individual Annuities - Deferred Variable*      *Sub-TOI:*      *A03I.002 Flexible Premium*  
*Product Name:*      *ILIC/VAROOM/RJP*  
*Project Name/Number:*      *ILIC/VAROOM/RJP /ILIC/VAROOM/INT-15 1011/RJP*

## **Objection Letter**

Objection Letter Status      Pending Industry Response  
Objection Letter Date      08/16/2010  
Submitted Date      08/16/2010  
Respond By Date      09/16/2010

Dear Ramona Piercefield,

    This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 08/18/2010  
Submitted Date 08/18/2010

Dear Linda Bird,

### Comments:

Thank you for your letter of August 16, 2010.

### Response 1

Comments: A Certificate of Compliance for Regulation 6 has been attached for your review. While completing this form, it was noticed that the previous Compliance Certificate for Reg 19 & 49 had the Compact prefix of ICC10 before the form numbers. This was a typographical error on our part. I updated the previous Compliance Certificate for Regulation 19 and 49 with the correct form numbers also.

### Related Objection 1

Comment:

Filings of variable annuity contracts should be accompanied by an assurance that Regulation 6 has been reviewed and that the company is in compliance.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: Arkansas Certificates of Compliance

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

We look forward to your continued review and approval.

Sincerely,

Megan Thomas, Nikki Lape, Ramona Piercefield

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## Form Schedule

### Lead Form Number: INT-15 1011

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	INT-15 1011	Policy/Cont	Flexible Premium ract/Fratern al Variable Annuity Certificate Contract	Initial		0.000	INT-15 1011.pdf
	INT-15 1011 VRM	Schedule Pages	Flexible Premium Deferred Fixed and Variable Annuity Specifications Pages	Initial		0.000	INT-15 1011 VRM.pdf
	FIXED-STO-SP	Schedule Pages	Fixed Account Specifications Page	Initial		0.000	FIXED-STO-SP.pdf
	VA-SP	Schedule Pages	Subaccount Specifications Page	Initial		0.000	VA-SP.pdf
	IR.32 1011	Policy/Cont	Guaranteed Lifetime ract/Fratern al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	IR.32 1011.pdf
	IR.32 1011 SP	Schedule Pages	Guaranteed Lifetime Withdrawal Benefit Rider Specifications Pages	Initial		0.000	IR.32 1011 SP.pdf
	IR.33 1011	Policy/Cont	Guaranteed Lifetime ract/Fratern al Rider (Spousal) Certificate: Amendmen t, Insert	Initial		0.000	IR.33 1011.pdf

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Page, Endorseme nt or Rider					
IR.33 1011 SP	Schedule Pages	Guaranteed Lifetime Withdrawal Benefit Rider (Spousal) Specifications Pages	Initial	0.000	IR.33 1011 SP.pdf
IR.34 1011	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Death Benefit Rider Initial		0.000	IR.34 1011.pdf
IR.34 1011 SP	Schedule Pages	Death Benefit Rider Specifications Page	Initial	0.000	IR.34 1011 SP.pdf
EE.12 1011	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Individual Retirement Annuity Endorsement	Initial	0.000	EE.12 1011.pdf
IL-28- 31000	Application/ Enrollment Form	Flexible Premium Individual Variable Annuity Application	Initial	0.000	IL-28-31000 (John Doe bracket).pdf



**FLEXIBLE PREMIUM DEFERRED FIXED AND VARIABLE ANNUITY CONTRACT**  
**Non-Participating**

This Contract creates a legal agreement between you, as Owner, and Integrity Life Insurance Company (Company, we or us). We have issued this Contract to you based on the information you gave us and in consideration of the Initial Premium shown on your Specifications Pages. We agree to provide benefits to you as stated in this Contract.

**Contract values and benefits based on Separate Account assets are not guaranteed  
and will increase or decrease with investment experience.**

**RIGHT TO CANCEL**

Please read your Contract carefully. During a [ 10 ]-day free look period, [ or [ 30 ] days if this Contract is issued as a result of a replacement, ] you have the right to cancel this Contract. If you are not satisfied, simply return the Contract to us, or the agent who sold it, within [ 10 ] days of receipt[ , or [ 30 ] days if a replacement ]. We will promptly return (i) your Account Value invested in the Subaccounts plus any amount we deducted from the Subaccounts for charges, other than charges assessed daily, and (ii) all Premium invested in the Fixed Accounts. Upon such refund, the Contract shall be void.

**ADMINISTRATIVE OFFICE**

If you have questions, complaints, or need any help with your Contract, please write to us at [ 400 Broadway, Cincinnati, Ohio 45202-3341 ] or call us at [ 1-800-325-8583 ]. [ You may also contact us via the internet at [www.wsfinancialpartners.com]. ]

**INTEGRITY LIFE INSURANCE COMPANY**

[ SPECIMEN

Jill T. McGruder  
President

SPECIMEN

Edward J. Babbitt  
Secretary ]

**This Contract may contain a Withdrawal Charge waiver. See your Specifications Pages for details.**

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## Definitions

**Account Value** is the value of your Subaccount Units and the value in any Fixed Account added together. The Account Value is equal to the sum of your Premiums, minus partial withdrawals (adjusted for any Withdrawal Charges), adjusted for the net investment experience credited to or deducted from the Subaccounts, minus the daily deduction of the Separate Account Charge from the Subaccounts, plus interest credited to each Fixed Account, minus any applicable Contract Fee, Transfer Fees and Premium Tax.

**Administrative Office** means the address on the first page of the Contract where all correspondence relating to this Contract should be sent.

**Annuity Date** is the date you elect an Annuity Option.

**Annuity Option** is an arrangement under which income payments are made pursuant to this Contract.

**Annuitant** is the natural person on whose life the annuity benefit under this Contract will be based. If the Annuitant dies prior to the Annuity Date, the Owner, if living, will become the Annuitant. Information about the Annuitant is stated on your Specifications Pages. You cannot change the Annuitant after the Contract Date.

**Beneficiary** is the person who will receive the Death Benefit if you die before the Annuity Date.

**Business Day** means any day that the New York Stock Exchange is open for business.

**Contract Anniversary** occurs once annually on the same day as the Contract Date. Each Contract Anniversary occurs on the first day of the Contract Year.

**Contract Date** means the date we issued you this Contract. The Contract Date is stated on your Specifications Pages. Contract Years, Contract Anniversaries, Contract semiannual periods, Contract quarters and Contract months are measured from the Contract Date.

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**Contract Year** means each consecutive twelve (12) month period. The first Contract Year begins on the Contract Date and ends on the day prior to the Contract Anniversary. Each subsequent Contract Year begins on each Contract Anniversary.

**Death Benefit** means the amount we will pay to your Beneficiary on the Death Benefit Date.

**Death Benefit Date** means the date we receive due proof of the Owner's death and the Beneficiary's election as to form of payment in Good Order in our Administrative Office.

**Fixed Account** means an Investment Option offering a fixed rate of return.

**Fund** refers to the designated investment company or distinct designated security in which a Subaccount is invested.

**General Account** means the Company's account holding all of our assets except those in a separate account.

**Good Order** means complete information we require to process your application or any request.

**Guarantee Period** is the period of time for which we declare a Guaranteed Interest Rate.

**Guaranteed Interest Rate** is an effective annual interest rate established by us for a Guarantee Period within a Fixed Account. Guaranteed Interest Rates will change from time to time, but will never be less than the Guaranteed Minimum Interest Rate.

**Guaranteed Minimum Interest Rate** is stated on your Fixed Account Specifications Page and is the minimum rate we will pay on amounts allocated to the Fixed Accounts.

**Investment Options** are Subaccounts and Fixed Accounts available under your Contract.

**Maturity Date** is the date by which you must either elect an Annuity Option or take a lump sum payment of your Account Value. Your Maturity Date is stated on your Specifications Pages and is based on the Maturity Age, as stated on your Specifications Pages, of the Annuitant named on the Contract Date.

**Nonqualified Contract** refers to an annuity that is not a Qualified Contract.

**Owner** is the person entitled to exercise all rights under this Contract unless stated otherwise. If a joint Owner is named, the Owner and joint Owner share all rights under this Contract. We require both to act together unless stated otherwise. Unless otherwise specifically stated, all references to Owner in this Contract mean both Owner and joint Owner. The Owner (and joint Owner, if any) is stated on your Specifications Pages.

**Premium** is the money you pay into this Contract.

**Premium Tax** refers to any tax assessed by a governmental authority against Premium or Contract values.

**Prior Written Notice** means notice sent by us to you within the Prior Written Notice Period stated on your Specifications Pages before an event or action.

**Qualified Contract** means an annuity contract that qualifies under the Tax Code as an Individual Retirement Annuity that meets the requirements of Section 408 or 408A of the Tax Code or an annuity contract purchased under a retirement plan that receives favorable tax treatment under Section 401, 403, 457 or similar provisions of the Tax Code.

**Specifications Pages** refers to the Contract Specifications Pages issued with your Contract, including your Subaccount Specifications Page and your Fixed Account Specifications Page, all of which are a part of your Contract.

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**Separate Account** refers to a separate account of the Company identified on your Subaccount Specifications Page, which is registered as a unit investment trust under the Investment Company Act of 1940, as amended (1940 Act), and subject to Ohio laws that regulate the operations of insurance companies domiciled in Ohio.

**Subaccount** means an Investment Option that is a division of the Separate Account. Each Subaccount invests its assets in a separate series or class of shares of a designated investment company, or in a distinct designated security, each of which is referred to as a Fund.

**Surrender Value** means the amount available upon surrender of your Contract. It is equal to the Account Value minus any Withdrawal Charge and Premium Tax.

**Tax Code** means the Internal Revenue Code of 1986, as amended, or any corresponding provisions of subsequent United States revenue laws, and applicable rules, regulations and written guidance published by the Internal Revenue Service.

**Transfer** is the movement of all or a portion of your Account Value between or among Investment Options by one Written Request.

**Unit** is the measure of your ownership interest in a Subaccount.

**Unit Value** refers to the value of a Unit. The Unit Value of each Subaccount is determined each Business Day, and will fluctuate to reflect investment results of the Fund and the daily deduction of the Separate Account Charge.

**Unrestricted Transfers** are Transfers that are not subject to a Transfer Fee.

**Valuation Period** means each Business Day together with any consecutive non-Business Days immediately preceding such Business Day. For example, for each Monday which is a Business Day, the preceding Saturday and Sunday will be included in the Valuation Period.

**Written Request** means a complete and timely notification or request you provide to us in writing at our Administrative Office in a form acceptable to us.

### **Premium and Accumulation Provisions**

**Premiums** – Upon receipt of your application and initial Premium in Good Order, we will apply your initial Premium according to your allocation instructions. Your initial Premium must be at least the Minimum Initial Premium amount stated on your Specifications Pages, but no more than the Maximum Total Premium amount stated on your Specifications Pages.

You may make additional Premium payments at any time if you are no older than the Maximum Premium Age stated on your Specifications Pages subject to the Maximum Total Premium and Minimum Additional Premium stated on your Specifications Pages.

We may refuse any Premium that causes the total Premium paid to this Contract, or all in-force contracts with us having a common owner or annuitant to exceed the Maximum Total Premium stated on your Specifications Pages.

We may refuse to accept a Premium on a nondiscriminatory basis if we discontinue accepting additional Premiums into an Investment Option.

**Allocation of Premiums** – We allocate your Premiums to one or more of the Investment Options according to your allocation instructions in effect on the day we apply the Premium to your Contract.



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You may allocate your Premiums among the Investment Options, subject to the Allocation and Transfer Rules stated on your Specifications Pages. You may change the allocation by Written Request subject to the Allocation and Transfer Rules. Allocation percentages must be in whole numbers (no fractions) and must total 100%.

**Subaccounts** – The Separate Account is divided into Subaccounts, each of which may invest its assets in a separate class of shares of a designated investment company or a distinct security, referred to as a Fund. The Subaccounts available on your Contract Date are stated on your Subaccount Specifications Page. Subject to any required approval by state or federal regulators, we may add, remove, combine, substitute or change Subaccounts and Funds.

**Fixed Accounts** – Fixed Accounts and Guarantee Periods available on your Contract Date are stated on your Fixed Account Specifications Page. Restrictions Associated with the Fixed Accounts are stated on your Fixed Account Specifications Page. We have the right to add or discontinue Fixed Accounts available for Transfers and additional Premiums. If we discontinue a Fixed Account for Transfers and additional Premiums, we will provide Prior Written Notice.

The Account Value in a Fixed Account shall be the sum of all Premiums allocated or Transferred to the Fixed Account, minus partial withdrawals (adjusted for any Withdrawal Charges) and Transfers, plus interest credited to the Fixed Account, and minus any applicable Contract Fee and Premium Taxes. The Fixed Account values, Surrender Value, Death Benefit and annuity benefit available under this Contract will not be less than the minimum benefits required by any statute of the state in which the Contract was issued for delivery.

Interest on the Fixed Accounts is compounded daily at the Guaranteed Interest Rate for the Guarantee Periods you select, and allocated at each corresponding Interest Allocation Period stated on your Fixed Account Specifications Page, or at the following times, if sooner: Death Benefit Date, Annuity Date, the date of any partial withdrawal or Transfer from a Fixed Account, or the date you surrender the Contract.

**Separate Account** – The assets of the Separate Account are our property. The portion of the Separate Account's assets equal to the reserves and other contract liabilities with respect to the Separate Account will not be charged with liabilities arising out of any other business we conduct. We may transfer assets of the Subaccount in excess of the reserves and other liabilities with respect to the Subaccount to another subaccount or to our General Account.

Income gains and losses, whether realized and unrealized, from the assets of the Separate Account are credited to or charged against it without regard to our other income, gains, or losses. Assets are put in the Separate Account to support the Contract and other variable annuity contracts.

With respect to the Separate Account, we may take the following actions unless prohibited by law:

- Combine separate accounts, including the Separate Account, with any other separate account we own;
- Transfer assets of the Separate Account to another separate account we own;
- Register or deregister the Separate Account under the 1940 Act;
- Operate the Separate Account under the direction of a committee or discharge such a committee at any time;
- Operate the Separate Account in any other form permitted by law;
- Make any changes required by the 1940 Act or other federal securities laws;
- Make any changes necessary to maintain the status of the Contracts as annuities under the Tax Code;
- Make other changes required under federal or state law relating to annuities;
- Restrict or eliminate any voting rights of persons who have voting rights as to our Separate Account; and
- Operate our Separate Account or one or more of the Subaccounts by making direct investments or investing in any other form. If we do so, we may invest the assets of our Separate Accounts or one or more of the Subaccounts in any legal investments.

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If any of these actions result in a material change in the Subaccounts, we will provide Prior Written Notice to you of such change. If you have Account Value in a Subaccount that is materially affected, you may provide Written Request to Transfer the Account Value from that Subaccount to another Subaccount in the Separate Account. Any such Transfer will be an Unrestricted Transfer.

**Unit Values** – Assets of the Subaccounts will be valued, and Unit Values computed, on each Business Day to reflect the investment performance of the Funds during the Valuation Period, and the daily Separate Account Charge. The Unit Value computation is stated on your Specifications Pages.

**Purchase and Redemption of Units** – Premiums allocated to, and Transfers into, a Subaccount purchase Units in that Subaccount, using the Unit Value next computed after we receive the Premium in Good Order at our Administrative Office.

Units will be redeemed for partial withdrawals, surrenders, Transfers out of a Subaccount, purchase of an Annuity Option, and to pay the following fees and charges, if applicable: the Contract Fee, Transfer Fees, Withdrawal Charges and Premium Tax. Units will be redeemed using the Unit Value next computed after we receive all requirements for the transaction in Good Order at our Administrative Office.

**Minimum Account Value** – If your Account Value is less than the Minimum Account Value stated on your Specifications Pages and you have not paid a Premium within the Minimum Account Value Period stated on your Specifications Pages, we may cancel your Contract and pay you the Account Value. We will provide you with Prior Written Notice, during which you may pay additional Premiums.

### **Surrender and Withdrawal Provisions**

Prior to the Annuity Date, you may surrender the Contract or withdraw part of the Account Value by Written Request, subject to the terms, restrictions and conditions set forth in the Contract. We are not responsible for the tax consequences of any surrender or partial withdrawal.

**Surrender** – Prior to the Annuity Date, you may surrender your Contract by Written Request and receive the Surrender Value. We will require the return of this Contract or a signed lost contract affidavit with your Written Request.

**Partial Withdrawals** – Prior to the Annuity Date, you may withdraw part of the Account Value by Written Request. The partial withdrawal amount requested must be at least the Minimum Withdrawal Amount stated on your Specifications Pages. Your remaining Account Value must be at least the Minimum Account Value After Partial Withdrawal stated on your Specifications Pages after (i) any partial withdrawal greater than the Free Withdrawal Amount (defined in the Charges and Deductions Provisions of the Contract), or (ii) withdrawal of an amount greater than the required minimum distribution for this Contract only (as defined by the Tax Code). You will receive the amount of the partial withdrawal you requested less applicable tax withholding; however, your Account Value will be reduced by the amount requested, plus any applicable Withdrawal Charge and Premium Tax. Unless you request otherwise, the partial withdrawal will be taken from your Investment Options in the proportion that the value of each Investment Option bears to the Account Value.

### **Charges and Deductions Provisions**

**Contract Fee** – We may assess the Contract Fee, as stated on your Specifications Pages, each Contract Year. We will waive this fee if, at the time the fee is due, you meet the Requirement for Contract Fee Waiver stated on your Specifications Pages. We will deduct the fee from each Investment Option in the proportion that the value of the Investment Option bears to the Account Value. Upon surrender, payment under the Minimum Account Value provision of the Contract, application of your Account Value to an Annuity Option, or on the Death Benefit Date, the Contract Fee will be assessed for the portion of the Contract Year your Contract has been in effect.

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**Separate Account Charge** – We will assess a daily Separate Account Charge from the Account Value in your Subaccounts that is equivalent to the annual amount stated on your Specifications Pages. This charge is for the mortality risk and expense risk we assume, administrative expense, distribution expense and other expenses, as well as for profit to the Company. We may increase or decrease the Separate Account Charge upon Prior Written Notice, but the charge will never exceed the Maximum Separate Account Charge stated on your Specifications Pages.

**Withdrawal Charge** – The Withdrawal Charge Percentage stated on your Specifications Pages is applied to each Premium and assessed at the time you make a withdrawal or surrender your Contract. Any Withdrawal Charge assessed will depend on how long the Premium to which the withdrawal is attributed has been in the Contract. For the purpose of determining the Withdrawal Charge, a withdrawal will be attributed to amounts in the following order: (1) any remaining Free Withdrawal Amount for the current Contract Year (except in the case of a surrender); (2) Premiums which are no longer subject to a Withdrawal Charge and have not yet been withdrawn; (3) Premiums subject to a Withdrawal Charge; and (4) any gain, interest, or other amount that is not considered a Premium. The total Withdrawal Charge assessed is equal to the sum of the separate Withdrawal Charges applied to each Premium. In no event will the total Withdrawal Charge exceed the sum of the separate Withdrawal Charge Percentages applied to each respective Premium. Premiums, when withdrawn, are deemed to be withdrawn on a first-in-first-out basis, with the oldest Premiums withdrawn first.

We will apply a Waiver of the Withdrawal Charge in the circumstances stated on your Specifications Pages.

**Free Withdrawal Amount** – The Free Withdrawal Amount is the amount you may withdraw each Contract Year without paying a Withdrawal Charge. Your Free Withdrawal Amount is the greater of (i) the Free Withdrawal Percentage stated on your Specifications Pages multiplied by your Account Value on the date of the withdrawal, minus any partial withdrawals taken during the current Contract Year, or (ii) the Free Withdrawal Percentage multiplied by your Account Value as of the immediately preceding Contract Anniversary, minus any prior withdrawals made during that Contract Year. In the first Contract Year, the Account Value referenced in item (ii) will be your initial Premium.

The Free Withdrawal Amount is not cumulative; any Free Withdrawal Amount not withdrawn in a Contract Year may not be carried forward to future Contract Years. The Free Withdrawal Amount applies only to partial withdrawals and does not apply to a surrender or an exchange under the Tax Code. The Free Withdrawal Amount does not reduce the Withdrawal Charge applicable to each Premium.

**Transfer Fee** – We may deduct a Transfer Fee for any Transfers among Subaccounts as stated on your Specifications Pages. Unrestricted Transfers, as stated on your Specifications Pages, are not subject to a Transfer Fee.

**Premium Tax** – Your state or other governmental authority may impose a Premium Tax. It may be imposed when a Premium is paid, on the Annuity Date, or at some other time. If required by your state or other governmental authority, we will assess the Premium Tax on your Contract.

**Federal and State Income Tax Withholding** – We will withhold federal and state income taxes from any payments due under the Contract as required by law.

### **Transfer Provisions**

Prior to the Annuity Date, you may Transfer or reallocate Account Value between or among Investment Options by Written Request, subject to the Allocation and Transfer Rules stated on your Specifications Pages and Restrictions Associated with Fixed Accounts stated on your Fixed Account Specifications Page. Your request for Transfer to or from Subaccounts will be processed using the Unit Values next computed after we receive your Written Request.

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**Right to Modify Transfer Provisions** - We may modify our Transfer procedures at any time if we determine that your right to Transfer may cause a disadvantage to other owners of the same class or would unfairly discriminate. Such modifications may be applied to Transfers to or from some or all of the Investment Options and may include the requirement of a minimum time period between each Transfer, a limit on the amount that you may Transfer at any one time, or a limit on the amount that you may Transfer over a specified period of time.

### **Beneficiary Provisions**

The Beneficiary is the person or persons who will receive the Death Benefit if the Owner dies prior to the Annuity Date.

**Joint Owners** – If the Contract is owned by joint Owners, each of the Owner and joint Owner shall automatically be designated as the other's first Beneficiary. No other Beneficiary designations will take effect if either the Owner or joint Owner survives.

**Designation of Beneficiary** – If an Owner or joint Owner survives, that survivor is the Beneficiary. If no Owner or joint Owner survives, other Beneficiary designations take effect. You may designate Beneficiaries (other than an Owner or joint Owner) as primary or contingent to indicate the order in which they will receive the Death Benefit. If you name two or more Beneficiaries of the same class (primary or contingent), they will share the Death Benefit equally unless you have requested a different division among them. You may designate a primary Beneficiary as irrevocable. Your initial Beneficiary designations are stated on your Specifications Pages.

If any Beneficiary dies before the Owner, that Beneficiary's interest will go to the other Beneficiaries named, according to their respective interests. If you leave no surviving Beneficiary, your estate will receive the Death Benefit.

If the Beneficiary is a trust or trustee, we are not responsible for verifying the trust's or trustee's right to receive the Death Benefit, or for how the trustee distributes the proceeds. If we receive a Written Request indicating that the trust has been revoked or is not in effect before payment of the Death Benefit, the Death Benefit will be paid to any other Beneficiaries named, according to their respective interests.

**Changing Your Beneficiary** – You may change a Beneficiary designation, other than an irrevocable Beneficiary designation, at any time by providing a Written Request to us, subject to the terms of any assignment. If you have named an irrevocable Beneficiary, you may not add any new primary Beneficiary, or remove or change the irrevocable Beneficiary, without obtaining his or her written consent in a form acceptable to us. Once we have recorded it, the change will be effective on the date the Written Request is signed. We will not be liable for any payment made or other action taken by us before the change or addition was received and recorded by us at our Administrative Office. You cannot remove an Owner or joint Owner as Beneficiary other than through the change of ownership provisions of this Contract.

### **Death Benefit Provisions**

If the Owner or joint Owner dies before the Annuity Date, we will pay the Death Benefit to the Beneficiary. If the Owner is a non-natural person, then the death of the Annuitant, rather than the Owner, will trigger payment of the Death Benefit.

**Death Benefit Amount** – The Death Benefit is the Account Value as of the Death Benefit Date.

Any part of the Account Value invested in the Subaccounts at the time we receive notice of the Owner's death will remain invested in the Subaccounts until the Death Benefit Date. The Account Value invested in the Subaccounts is subject to investment risk, which is borne by the Beneficiary.

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**Form of Payment** – If the Owner has not previously designated a form of payment of the Death Benefit, the Beneficiary must elect one of the following forms of payment:

- 1) A lump sum payment of the Death Benefit.
- 2) Deferral of payment of the Death Benefit for up to five years from the date of the death of the Owner or joint Owner.
- 3) Payment over the lifetime of the Beneficiary either (i) under an Annuity Option for the life of the Beneficiary, or (ii) over a period that does not exceed the life expectancy of the Beneficiary as defined by the Tax Code. Distribution must begin within one year of the date of death of Owner or joint Owner. We must receive the Beneficiary's Written Request electing this option within the time period allowed by the Tax Code.

If we do not receive an election as to form of payment in Good Order at our Administrative Office, we will pay a lump sum payment of the Death Benefit amount due to the Beneficiary on the fifth anniversary of the date of death of the Owner or joint Owner.

The Company is not responsible for the tax consequences resulting from the Beneficiary's election of a form of payment.

The Owner may designate that the Beneficiary is to receive the Death Benefit under an annuity for life. Such designation must be made, and may only be revoked, by the Owner by Written Request.

**Spousal Continuation** – If the surviving Owner or joint Owner on a jointly owned Contract, or the sole primary Beneficiary of a single-Owner Contract, is the surviving spouse of the deceased Owner, the spouse may elect to continue this Contract as the Owner instead of receiving the Death Benefit. If the Owner is a non-natural person, no spousal continuation is available.

If the surviving spouse succeeds to these rights, the Contract will remain in force, and the surviving spouse will be the Owner subject to the same rights, terms and conditions as were applicable to the deceased Owner, subject to any requirements of the Tax Code. If no Annuitant is living on the date Spousal Continuation is elected, the surviving spouse will become the Annuitant.

**Multiple Beneficiaries** – If multiple Beneficiaries are eligible to receive the Death Benefit, each Beneficiary's portion will be separately accounted for, and the required election as to form of payment must be received from each Beneficiary. Once our processing requirements are satisfied for at least one of the Beneficiaries, we will divide the Death Benefit into distinct portions, one for each Beneficiary. Each Beneficiary's portion of the Death Benefit will remain invested in the Subaccounts according to your then-current allocation and will fluctuate with the performance of the Funds until we receive that Beneficiary's election as to form of payment in Good Order at our Administrative Office. If a Beneficiary elects any form of payment other than a lump sum, the Beneficiary's portion of the Death Benefit will remain invested in the Subaccounts and will fluctuate with the performance of the Funds unless we are otherwise directed by the Beneficiary by Written Request.

**Death of Owner** – We should be notified immediately upon the death of an Owner. Upon receipt of this notice, no additional Premiums will be accepted and we will terminate any systematic transactions.

**Death of Annuitant** – You should notify us immediately upon the death of the Annuitant. If the Annuitant dies prior to the Annuity Date and the Annuitant is not an Owner, the Owner will become the Annuitant. If the Owner is a non-natural person, we will treat the death of the Annuitant as the death of the Owner.

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## Annuity Benefit Provisions

**Annuity Benefit** – You may elect an Annuity Option at any time on or after the first Contract Anniversary and prior to the Maturity Date by providing Written Request. The amount applied to an Annuity Option is treated as a withdrawal from your Contract. After the date you elect an Annuity Option, you can no longer surrender, exchange or withdraw from this Contract and the Death Benefit no longer exists. All rights and benefits under this Contract, other than your annuity benefit, shall cease.

**Annuity Date** – The Annuity Date will be the Maturity Date stated on your Specifications Pages unless prior to the Maturity Date, you have elected an Annuity Option. If you are alive on the Maturity Date and the Contract is in effect, we will begin the income payments guaranteed under this Contract, unless you elect to receive the Account Value in a lump sum. We may offer Annuity Options in addition to the Guaranteed Annuity Options defined below.

**Annuity Amount** – On the Annuity Date, we will apply the Account Value to a Guaranteed Annuity Option. If Annuity Options other than the Guaranteed Annuity Options are available from us, you may choose to apply your Surrender Value to another available Annuity Option.

If the Contract is subject to a partial assignment on the Annuity Date, we will pay the assignee's share in one lump sum and apply the balance to your Annuity Option.

**Income Payments** – Income payments will be made under a Guaranteed Annuity Option as defined below, or if available, under another Annuity Option you choose. The guaranteed income payment amount under a Guaranteed Annuity Option is based on the Annuity Table and the Annuity Payout Interest Rate stated on your Specifications Pages, and depends on the Annuitant's age, which is subject to an Adjustment to Age stated on your Specification Pages, and the Annuitant's sex (if permissible). If you do not choose one of the Guaranteed Annuity Options, Guaranteed Annuity Option 1 will be used.

Income payments will be paid to you unless you designate another payee. If you die on or after the Annuity Date, any remaining payments must be made at least as rapidly as before the Owner's death.

Each payment must be at least the Minimum Annuity Payment amount stated on your Specifications Pages. We may change the number of payments we make in a year such that each payment is at least the Minimum Annuity Payment amount, but we will not make payments less frequently than annually.

If no Premiums have been received by us for a period of two years and either (i) your Account Value is less than the Minimum Account Value stated on your Specifications Pages, or (ii) the Income Payments under Guaranteed Annuity Option 1 would be less than Guaranteed Minimum Monthly Annuity Payment stated on your Specifications Pages, we may, at our option, terminate the Contract and pay you in cash the present value of the annuity benefit calculated on the basis of the Annuity Table and the Annuity Payout Interest Rate stated on your Specifications Pages.

Once income payments begin, no changes can be made to the Annuity Option or the income payments.

**Guaranteed Annuity Option 1 – Payments for Life with a 10 Year Guaranteed Period** – Equal monthly payments shall be made for 10 years and thereafter during the life of the person on whose life payments are based.

**Guaranteed Annuity Option 2 – Payments for Joint and Survivor Life with a 10 Year Guaranteed Period** – Equal monthly payments shall be made for 10 years and thereafter during the life of two designated persons on whose lives the payments are based. After 10 years, upon the death of either person, payments will continue until the death of the survivor.

**Adjustment to Age** – To determine the Adjustment to Age, we will subtract the Age Setback shown on your Specifications Pages from the Annuitant's actual age.

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## General Provisions

**Entire Contract** – The Contract (including your Specifications Pages) and any amendments, endorsements, riders (including rider specifications pages) make up the entire Contract between you and us.

**Report** – Prior to the Annuity Date, we will provide a report to you at least once each year. The report will show the beginning and ending date of the report period. The report will provide your Account Value at the beginning and at the end of the current report period, amounts credited and deducted from your Account Value identified by type, and the Surrender Value at the end of the current report period. The report will contain other information if required by law. Additional copies of the most recent Report may be obtained by the Owner upon Written Request. A fee may be charged, which will be no more than the Maximum Charge for Additional Report stated on your Specifications Pages.

**Modification of Contract** – Any change in the Contract must be in writing and signed by the Company's President and Secretary. No other person has the authority to change or waive any Contract provision. We may amend this Contract from time to time to comply with applicable state or federal law or regulation or to preserve the status of this Contract as an annuity. No such change will be made without approval of the state insurance department of the state in which this Contract was issued for delivery if required by law.

**Written Requests** – A Written Request will not take effect until we have received and recorded it in our Administrative Office. We are not liable for actions taken by us or payments made before the Written Request was received and recorded by us at our Administrative Office.

**Incontestable** – We will not contest this Contract, except in the case of fraud in the procurement of the Contract, when permitted by governing state law.

**Incorrect Age or Sex** – If the age or sex of the person on whose life payments are based has been misstated, we will adjust all benefits to those that the amount applied would have purchased for the correct age and sex. Any overpayments we have made will be charged against subsequent payments. Any amounts we owe as a result of underpayment will be paid in a lump sum. Interest will be neither charged nor credited on overpayments or underpayments.

**Conformity with State Laws** – This Contract will be interpreted under the laws of the state in which it is issued for delivery. Paid-up annuity values, Surrender Value and Death Benefit will not be less than the minimum required by the laws of that state.

**Protection of Proceeds** – All payments under the Contract will be exempt from the claims of creditors and legal process to the extent permitted by law. No payment will be transferred, assigned or withdrawn before it becomes payable unless we agree.

**Proof of Facts** – We may ask any person claiming the right to payments for reasonable proof satisfactory to us of such person's right to payment. Any payment we make relying on that proof discharges us from any obligation to make that payment to another person. We will require proof of the date of birth of the person on whose life payments are based. We may require proof that such person is alive.

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**Deferral of Payment** – We may delay payments or Transfers from the Separate Account under certain circumstances. These include:

- 1) a closing of the New York Stock Exchange other than on a regular holiday or weekend;
- 2) a trading restriction by the Securities and Exchange Commission;
- 3) an emergency declared by the Securities and Exchange Commission; or
- 4) when required to withhold the payment by any other applicable law or regulation.

We may defer payment of withdrawals or surrenders from the General Account for up to six months. No such deferral will occur without permission from the state insurance department of the state in which this Contract was issued for delivery if required by law.

**Assignment** – Unless your Contract is a Qualified Contract, you may assign or transfer your ownership rights. Your rights will be subject to the assignment. We are not responsible for the validity or tax consequences of the assignment.

An assignment of this Contract must be provided to our Administrative Office. Once we have recorded it, the change will be effective on the date the assignment is signed, unless otherwise specified. We are not liable for actions taken by us or payments made before the assignment was received and recorded by us at our Administrative Office. We may restrict the assignment where restrictions are for purposes of satisfying applicable laws or regulations (including but not limited to insurable interest laws).

**Change of Ownership** – You may change the Owner by Written Request. Once we have recorded it, the change will be effective on the date the Written Request is signed. We are not liable for any actions taken by us or payment made by us before the change was received and recorded by us at our Administrative Office. A change of ownership does not change the existing designated Annuitant or Beneficiary. The new Owner may request a change of Beneficiary, other than a joint Owner or an irrevocable Beneficiary. We may restrict the change of ownership where restrictions are for purposes of satisfying applicable laws or regulations (including but not limited to insurable interest laws). Change of ownership may be a taxable event. We are not responsible for the tax consequences of a change of ownership.

**Nonparticipating** – This policy does not participate in surplus or earnings of the Company.



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## Specifications Pages

### GENERAL DATA SECTION

**Contract Number:** [ 123456 ]  
**Contract Date:** [ 11-01-2010 ]  
**Contract Type:** [ IRA ]

	<u>Name</u>	<u>Date of Birth</u>
<b>Owner:</b>	[ John Doe ]	[ 02/10/1965 ]
<b>Joint Owner:</b>	[ Jane Doe ]	[ 03/11/1965 ]
<b>Annuitant:</b>	[ John Doe [ Male ]	[ 02/10/1965 ]
<b>Primary Beneficiary:</b>	[ Robert Doe ] [ Irrevocable ]	
	[ Betsy Doe ] [ Irrevocable ]	
<b>Contingent Beneficiary:</b>	[ Margaret Doe ]	

**Maturity Date:** [ 02/10/2065 ]  
**Maturity Age:** [ 100 ]

**State Insurance Department Contact:** If you have a complaint or inquiry regarding this Contract, please contact the [ State ] Department of Insurance at [ phone number ].

**Prior Written Notice Period:**

[ 30 ] days for:Discontinuing Fixed Account available for additional Premiums; and material change in the Separate Accounts as allowed in the Separate Account section of the Contract.

[ 60 ] days for:Account Value less than the Minimum Account Value; and increase or decrease of the Separate Account Charge.

### PREMIUMS AND ACCOUNT VALUES SECTION

**Initial Premium:** [ \$50,000 ]  
**Minimum Initial Premium:** [ \$25,000 ]  
**Maximum Total Premium:** [ \$1,000,000 ] without prior Company approval  
**Maximum Premium Age:** [ 80 ]  
**Minimum Additional Premium:** [ \$1,000 ]  
  
**Minimum Account Value:** [ \$2,000 ]  
**Minimum Account Value Period:** [ 2 years ]  
  
**Minimum Withdrawal Amount:** [ \$250 ]  
**Minimum Account Value After Partial Withdrawal:** [ \$20,000 ]

### FEES AND CHARGES SECTION

**Separate Account Charge:** [ 1.75% ] annually  
**Maximum Separate Account Charge:** [ 1.75% ] annually  
  
**Contract Fee:** [ \$0 ]  
**Requirement for Contract Fee Waiver:** [ 0 ]  
**Transfer Fee:** [ \$0 ]  
**Maximum Charge for Additional Report:** [ \$25 ]

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**Withdrawal Charge Percentage:**

Withdrawal Charge Percentage applied to each Premium	[ 7% ]	[ 7% ]	[ 6% ]	[ 5% ]	[ 4% ]	[ 0% ]
Number of years measured from date Premium was applied to Contract	1	2	3	[ 4 ]	[ 5 ]	[ 6+ ]

**Waiver of the Withdrawal Charge:**

- Election of an Annuity Option – We will waive the Withdrawal Charge if you apply your entire Account Value (i) to one of the Guaranteed Annuity Options, or [ (ii) to a nonguaranteed Annuity Option with a life contingency or at least a ten-year period certain. ]
- Increase in Separate Account Charge – We will waive the Withdrawal Charge if you surrender your Contract within [ 60 ] days after we send Prior Written Notice of our intent to increase the Separate Account Charge. ]
- Payment under Minimum Account Value Provision – We will waive the Withdrawal Charge if we cancel your Contract and pay your Account Value under the Minimum Account Value Provision.
- Required Minimum Distribution – If your Contract is a Qualified Contract, we will waive the Withdrawal Charge for withdrawal of the amount required to be withdrawn under the Tax Code for this Contract only to the extent that amount is greater than the Free Withdrawal Amount. This waiver only applies to the Required Minimum Distribution for one of the two calendar years that occur during each Contract Year. This waiver does not apply to withdrawals made to satisfy any required minimum distribution from any other tax qualified investments you may own. ]

**Free Withdrawal Percentage:** [ 10% ]

**INVESTMENT SECTION****Allocation and Transfer Rules:**

- Only one allocation can be in effect at any one time in addition to an allocation to the Fixed Account.
  - [ • Any allocation change will trigger a [ 60 ]-day waiting period before another allocation change can occur. ]
  - [ • Your first allocation change is allowed [ 60 ] days after the Contract Date. ]
  - [ • Transfers are made as an allocation change. ]
- [ • Allocations and Transfers not subject to the [ 60 ]-day waiting period are:
  - [ • Transfers allowed under the Subaccount section of the Contract ]
  - [ • Transfers made due to a material change in the Separate Account as allowed in the Separate Account section of the Contract ]
  - [ • Transfers made when calculating and paying a Death Benefit ]
  - [ • Transfers made from the Fixed Account to Subaccounts according to your then current allocation. ] ]

**Unrestricted Transfers:** [ Not applicable ]

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**Unit Value Computation:**

[ The Unit Value of each Subaccount for each Business Day is equal to the Unit Value for the previous Business Day, multiplied by the net investment factor for that Subaccount on the current Business Day. We determine a net investment factor for each Subaccount as follows:

- 1) Determine the value of the assets attributable to the Subaccount at the end of the current Business Day;
- 2) Charge or credit for any taxes or amounts set aside as a reserve for taxes;
- 3) Divide this amount by the value of the assets attributable to the Subaccount at the end of last Business Day that a Unit Value was determined;
- 4) Subtract the Separate Account Charge for each calendar day since the last day that a Unit Value was determined (for example, a Monday calculation will include charges for Saturday and Sunday). ]

**ANNUITY BENEFIT SECTION**

**Minimum Annuity Payment:** [ \$100 ]  
**Guaranteed Minimum Monthly Annuity Payment:** [ \$20 ]  
**Annuity Table:** [ Annuity 2000 Mortality Table with Projection Scale G ]  
**Annuity Payout Interest Rate:** [ 1.00% ]

**[ Adjustment to Age:**

<b>[ Year Income Payments Begin ]</b>	<b>[ Age Setback ]</b>
<b>[ 2011 – 2019 ]</b>	<b>[ 1 year ]</b>
<b>[ 2020 – 2029 ]</b>	<b>[ 2 years ]</b>
<b>[ 2030 – 2039 ]</b>	<b>[ 3 years ]</b>
<b>[ 2040 – 2049 ]</b>	<b>[ 4 years ]</b>
<b>[ 2050 and later ]</b>	<b>[ 5 years ]</b>

For example, in the year 2028, we will subtract two years from the actual age, so the age 65 factor will apply to a 67-year old person instead of the age 67 factor. ]

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## Fixed Account Specifications Page

**Fixed Accounts and Guarantee Periods available on Contract Date:**

**Systematic Transfer Option (STO):**

[	<b>Guarantee Periods</b>	<b>Guaranteed Interest Rate on Contract Date</b>	<b>Interest Allocation Period</b>	<b>Transfers Occur</b>	]
[	[ Six Month ]	[ x.xx% ]	[ Monthly ]	[ Monthly ]	]
[	[ One Year ]	[ x.xx% ]	[ Quarterly ]	[ [ Monthly ] or [ Quarterly ] ]	]

**Restrictions Associated with Fixed Accounts:**

- [
- Funds must be systematically Transferred in equal installments over the Guarantee Period to the Subaccounts according to your allocation in effect on the date of each Transfer.
  - Each Transfer must be at least \$1,000 or, if less, the entire Account Value in the STO will be Transferred.
  - The STO is available for new Premium only; Transfers into a STO are not allowed.
  - Upon notice of death of the Owner, any money remaining in the STO will be Transferred to the Subaccounts according to your allocation in effect on the date of the Transfer.
  - You can only have Account Value in either the six month or the one year STO at any one time. ]

**Guaranteed Minimum Interest Rate:** [ 1.50% ]

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## Subaccount Specifications Page

**Separate Account:** [ Separate Account [ I ] of Integrity Life Insurance Company ]

**Subaccount:**

**[ Equity Subaccounts**

iShares<sup>®</sup> S&P 500 Index Fund  
iShares<sup>®</sup> S&P 500 Growth Index Fund  
iShares<sup>®</sup> S&P 500 Value Index Fund  
iShares<sup>®</sup> S&P MidCap 400 Index Fund  
iShares<sup>®</sup> S&P SmallCap 600 Index Fund  
Vanguard Dividend Appreciation Index Fund, ETF Shares  
Vanguard Large-Cap Index Fund, ETF Shares  
Vanguard Mega Cap 300 Index Fund, ETF Shares ]

**[ Fixed Income Subaccounts**

iShares<sup>®</sup> Barclays Aggregate Bond Fund  
iShares<sup>®</sup> Barclays Intermediate Credit Bond Fund  
iShares<sup>®</sup> Barclays TIPS Bond Fund  
iShares<sup>®</sup> iBoxx \$ High Yield Corporate Bond Fund  
Vanguard Intermediate-Term Corporate Bond Index Fund, ETF Shares  
Vanguard Total Bond Market Index Fund, ETF Shares  
Vanguard Variable Insurance Fund Money Market Portfolio ]

**[ International and Alternative Subaccounts**

iShares<sup>®</sup> S&P/Citigroup International Treasury Bond Fund  
Vanguard Emerging Markets Stock Index Fund, ETF Shares  
Vanguard Tax-Managed International Fund, Europe Pacific ETF Shares  
Vanguard REIT Index Fund, ETF Shares ]

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# Integrity Life Insurance Company

## Guaranteed Lifetime Withdrawal Benefit Rider

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This Guaranteed Lifetime Withdrawal Benefit Rider (referred to as GLWB or Rider) has been issued to you and made a part of your Contract as of the GLWB Effective Date stated on your GLWB Rider Specifications Pages. This Rider is subject to all the exclusions, definitions and provisions of the Contract to which it is attached. If any provisions contained in this Rider are inconsistent with those of the Contract, the Rider provisions will control. Capitalized terms not defined in this Rider or on your GLWB Rider Specifications Pages have the meanings assigned to them in the base Contract or related riders or endorsements.

**The purpose of this guaranteed lifetime withdrawal benefit is to provide income payments to the Owner. This benefit will terminate upon assignment or a change in ownership of the Contract.**

### **The Benefit**

You, as Owner, are the Covered Person under this Rider, as stated on your GLWB Rider Specifications Pages. No changes in the Covered Person are allowed. This Rider guarantees you can receive an amount equal to the Lifetime Payout Amount (LPA) each calendar year on or after the LPA Eligibility Date, during your lifetime, regardless of Account Value. The guarantee will terminate without value when this Rider terminates as described in the Termination provision.

### **Lifetime Payout Amount (LPA)**

The **LPA** is the amount we guarantee you can receive each calendar year on or after the LPA Eligibility Date for as long as you live.

The **LPA Eligibility Date** is the GLWB Effective Date if the GLWB Effective Date is on or after you have reached the LPA Age stated on your GLWB Rider Specifications Pages. If you have not reached the LPA Age on the GLWB Effective Date, the LPA Eligibility Date will be January 1<sup>st</sup> following the calendar year in which you reach the LPA Age. If you reach the LPA Age on January 1<sup>st</sup>, your LPA Eligibility Date will be that day. The LPA Eligibility Date is stated on your GLWB Rider Specifications Pages and will not change.

The **LPA** is equal to the **Withdrawal Percentage** multiplied by the **Benefit Base** as of January 1<sup>st</sup> each year on or after the LPA Eligibility Date.

**Withdrawal Percentage** - The Withdrawal Percentage is determined by the following formula:

A + B + C, where:

- (A) is the Age Based Percentage stated on your GLWB Rider Specifications Pages - the Age Based Percentage is determined by the Owner's age on the date of the first withdrawal from the Contract on or after the LPA Eligibility Date and is locked in on that date;
- (B) is the cumulative Deferral Percentage - the cumulative Deferral Percentage begins at zero and increases by the Deferral Percentage stated on your GLWB Rider Specifications Pages for each complete calendar year that you do not take a withdrawal; and
- (C) is a First Year Deferral Percentage stated on your GLWB Rider Specifications Pages - the First Year Deferral Percentage is a one-time addition to your Withdrawal Percentage that varies based on the GLWB Effective Date, provided you do not take a withdrawal in the calendar year containing the GLWB Effective Date.

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**Benefit Base** - On the GLWB Effective Date, your Benefit Base is equal to your Account Value. Your Benefit Base will be adjusted as follows:

1. On each Contract Anniversary, your Benefit Base will be compared to your Account Value and if the Account Value is greater than the Benefit Base, we will step up your Benefit Base to equal the Account Value.
2. Upon the occurrence of a Nonguaranteed Withdrawal, we will decrease your Benefit Base as described in the Nonguaranteed Withdrawals provision of this Rider.
3. On the date we receive an additional Premium during the first Contract Year, your Benefit Base will be increased by the amount of the additional Premium.

**The Benefit Base is not available for withdrawal and is not payable as a death benefit.**

If you have reached the LPA Eligibility Date on the GLWB Effective Date, the LPA for the calendar year that contains the GLWB Effective Date will be your Withdrawal Percentage multiplied by your Benefit Base, prorated for the portion of the calendar year remaining. The factor used to prorate the LPA is the number of days remaining in the calendar year (not including the GLWB Effective Date) divided by the number of days in the calendar year.

Any portion of LPA not taken during a calendar year is not available in any subsequent calendar year.

If your Required Minimum Distribution (RMD), as defined by the Tax Code, is greater than the LPA for any calendar year, the RMD will be the LPA for that calendar year. The RMD is the annual amount you are required by the Tax Code to withdraw from your Contract. The RMD applies to most Qualified Contracts and is based on the prior calendar year ending fair market value of this Contract only.

### **Nonguaranteed Withdrawals**

**Taking Nonguaranteed Withdrawals could reduce your future benefits by more than the dollar amount of the Nonguaranteed Withdrawals. You may not receive the intended benefit of this Rider if you take Nonguaranteed Withdrawals.**

If a withdrawal is taken prior to the LPA Eligibility Date, the entire amount of that withdrawal (including Withdrawal Charges, if any) is a Nonguaranteed Withdrawal. If a withdrawal is taken on or after the LPA Eligibility Date, the amount of that withdrawal (including Withdrawal Charges, if any) by which the sum of withdrawals during that calendar year exceeds your LPA is a Nonguaranteed Withdrawal.

Each Nonguaranteed Withdrawal will immediately decrease your Benefit Base by the adjusted Nonguaranteed Withdrawal amount. The adjusted Nonguaranteed Withdrawal amount is defined as the Nonguaranteed Withdrawal amount multiplied by the greater of 1.0 and the ratio of Benefit Base to Account Value (Benefit Base divided by Account Value), where both values are determined immediately before the Nonguaranteed Withdrawal. The Account Value immediately before the Nonguaranteed Withdrawal means that the Account Value will be reduced by any remaining LPA prior to the calculation.

If the amount withdrawn is greater than the Free Withdrawal Amount but does not result in a Nonguaranteed Withdrawal, any applicable Withdrawal Charges will be waived. If the amount withdrawn is greater than the Free Withdrawal Amount and results in a Nonguaranteed Withdrawal, a Withdrawal Charge, if any, will be applied on the entire amount that is greater than the Free Withdrawal Amount.

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The **example** below demonstrates how a Nonguaranteed Withdrawal affects the Benefit Base, using the following assumptions:

- Benefit Base = \$100,000
- Account Value = \$85,000
- LPA = \$5,000
- One withdrawal is taken during the calendar year = \$7,000
- The withdrawal is taken after LPA Eligibility Date
- No withdrawal charges apply

**The Nonguaranteed Withdrawal amount is \$2,000**, which is equal to your total calendar year withdrawals (\$7,000) minus your LPA (\$5,000). **The adjusted Nonguaranteed Withdrawal is \$2,500:**

$$\begin{aligned} \$2,500 &= \$2,000 \text{ (Nonguaranteed Withdrawal amount)} \times \text{the greater of 1.0 or} \\ &\quad (\$100,000 \text{ (Benefit Base immediately before the Nonguaranteed Withdrawal)} / \\ &\quad \$80,000 \text{ (Account Value immediately before the Nonguaranteed Withdrawal)}) \end{aligned}$$

Your Benefit Base will be reduced by \$2,500 to \$97,500.

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### **Guaranteed Payment Phase**

The Contract will enter the Guaranteed Payment Phase on or after the LPA Eligibility Date, but before the Maturity Date, as of the date the Account Value reduces to zero by means other than (i) a Nonguaranteed Withdrawal; or (ii) the voluntary election of an Annuity Option.

When the Contract begins the Guaranteed Payment Phase, we will send you notification and any remaining LPA that you have not taken during the current calendar year. Beginning the next calendar year, and in each calendar year during the Guaranteed Payment Phase, you will receive your LPA. The Guaranteed Payment Phase will continue until the death of the Owner, except that the Guaranteed Payment Phase will end and payments will cease if this Rider terminates during the Guaranteed Payment Phase prior to the death of the Owner.

Your Contract will enter the Guaranteed Payment Phase on the Maturity Date, if you elect to receive, or continue to receive your LPA under an LPA Annuity Option stated on your GLWB Rider Specifications Pages. The LPA Annuity Option will provide annual income in the amount of the LPA on the day prior to the Maturity Date. We will send you notification and any remaining LPA that you have not taken during the current calendar year; we will set your Account Value to zero. Beginning the next calendar year and in each calendar year while you are living, you will receive your LPA.

After the Contract enters the Guaranteed Payment Phase, your only rights under the Contract will be those described in this provision and the Termination provision. All other rights, benefits, values and charges under the Contract and this Rider will terminate. We should be notified immediately upon the death of the Owner.

### **Minimum Initial Account Value and Additional Premiums**

Your Account Value on the GLWB Effective Date must be at least the Minimum Initial Account Value and no more than the Maximum Initial Account Value, both stated on your GLWB Rider Specifications Pages.

You may make additional Premium payments at any time if you are no older than the Maximum Premium Age stated on your GLWB Rider Specifications Pages, and subject to any Minimum and Maximum Premium Limits stated on your GLWB Rider Specifications Pages. The Company may refuse to accept additional Premiums on a nondiscriminatory basis at any time.



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### **Rider Charge**

The Rider charge is assessed by deducting a daily charge from your GLWB Subaccounts equal to an effective annual rate of the Rider Charge Percentage stated on your GLWB Rider Specifications Pages. This charge is in addition to the Separate Account Charge that applies to the Subaccounts under the Contract and reduces your Unit Values under the Contract.

Upon Prior Written Notice to you, we may increase the Rider Charge Percentage up to the Maximum Rider Charge Percentage shown on your GLWB Rider Specifications Pages. If you do not wish to accept the increase, you may elect to cancel the Rider within the Cancellation Window stated on your GLWB Rider Specifications Pages.

We do not deduct the Rider charge during the Guaranteed Payment Phase.

### **Right to Cancel**

You may cancel this Rider during any Cancellation Window stated on your GLWB Rider Specifications Pages by sending Written Notice to us.

### **GLWB Investment Strategies**

You may invest some or all of your initial Premium received by us on the Contract Date in a Fixed Account available under the Contract. This is not part of your one allocation allowed under this Rider. While this Rider is in effect, your one allocation under the Rider must meet the requirements of one of the GLWB Investment Strategies stated on your GLWB Rider Specifications Pages. Your Premiums will be allocated to Subaccounts within the GLWB Investment Strategy you choose according to the designated allocation percentages. We will periodically rebalance the Subaccounts to the designated Subaccount allocation percentages at the Rebalancing Frequency stated on your GLWB Rider Specifications Pages. Any reallocation between or among Subaccounts (if permitted in the GLWB Investment Strategy you choose) is subject to the Rules and Limitations stated on your GLWB Rider Specifications Pages.

Subject to required approvals by federal and state authorities, we may add, remove, combine, substitute or restrict investment in any GLWB Investment Strategy or any Subaccount within any GLWB Investment Strategy at any time.

### **Rules**

- The Owner and Annuitant must be the same person.
- No joint Owner is permitted.
- You must be at least the Minimum Rider Age and no older than the Maximum Rider Age, both stated on the GLWB Rider Specifications Pages, on the date you elect the Rider.
- No withdrawals are allowed from your Contract on the GLWB Effective Date.
- All withdrawals must be taken from the Investment Options on a pro-rata basis.
- If you request a partial withdrawal, we will withdraw the total amount you requested from your Account Value, however the amount you receive will be net of any applicable tax withholding, Withdrawal Charge and Premium Tax.
- We may require proof that you are living.

### **Contract Waiver Provisions**

The Minimum Account Value and Minimum Account Value After Partial Withdrawal referred to in your Contract do not apply while this Rider is in effect.

### **Report**

The report provided under your Contract will contain the following: (i) before the first LPA withdrawal is taken, we will provide the Benefit Base and an option to contact us to find out what the LPA would be for a particular initial withdrawal date; (ii) after the first LPA withdrawal is taken, the LPA. The report may also contain additional information as required by law.

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### **Termination**

This Rider will terminate automatically on the earliest of the following dates:

- 1) The date of death of the Owner;
- 2) The date the Account Value equals zero due to a Nonguaranteed Withdrawal;
- 3) The date that ownership of the Contract or Rider is transferred or the Contract, Rider or any benefits under the Contract or Rider are assigned;
- 4) The Maturity Date, unless you elect to receive your LPA under an LPA Annuity Option;
- 5) The date you voluntarily elect an Annuity Option under the Contract;
- 6) The date you request cancellation of this Rider during a Cancellation Window;
- 7) The date the Contract is surrendered.

Once terminated, the Rider charge will terminate. This Rider may not be reinstated after termination.

### **INTEGRITY LIFE INSURANCE COMPANY**

[

~~SPECIMEN~~

Jill T. McGruder  
President

~~SPECIMEN~~

Edward J. Babbitt  
Secretary

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## GUARANTEED LIFETIME WITHDRAWAL BENEFIT Rider Specifications Pages

GLWB Effective Date: [ 11/01/2010 ]  
Covered Person: [ John Doe ]  
LPA Age: [ 60 ]  
  
LPA Eligibility Date: [ 01/10/2011 ]

### WITHDRAWAL PERCENTAGE

**Age Based Percentage:** Locked in upon first withdrawal after the LPA Eligibility Date

Age of Owner	Age Based Percentage
[ 60-64 ]	[ 4.00% ]
[ 65-69 ]	[ 4.50% ]
[ 70-74 ]	[ 5.00% ]
[ 75 + ]	[ 5.50% ]

**Deferral Percentage:** [ 0.10% ]

**First Year Deferral Percentage:**

GLWB Effective Date	First Year Deferral Percentage
[ January 1-March 31 ]	[ 0.075% ]
[ April 1-June 30 ]	[ 0.05% ]
[ July 1-September 30 ]	[ 0.025% ]
[ October 1-December 31 ]	[ 0.00% ]

### MINIMUMS AND MAXIMUMS

**Minimum Initial Account Value:** [ \$25,000 ]  
**Maximum Initial Account Value:** [ \$1,000,000 ], without prior Company approval  
**Minimum Additional Premium:** [ \$1,000 ]  
**Maximum Premium Limits:** [ \$1,000,000 ], without prior Company approval  
**Maximum Premium Age:** [ 80 ]  
**Minimum Rider Age:** [ 45 ]  
**Maximum Rider Age:** [ 80 ]

### MISCELLANEOUS

**Prior Written Notice Period:** [ 45 ] days for increase in Rider Charge  
**LPA Annuity Option(s):** [ Life only ] Annuity Option based on the Covered Person

**Cancellation Window:**

The first [ 45 ] days of each Contract Year beginning on the [ 5th ] Contract Anniversary following the GLWB Effective Date; and [ 45 ] days after we send written notice to you of an increase in the Rider Charge Percentage.

**RIDER CHARGE**

**Rider Charge Percentage:** The effective annual rate for the Rider Charge varies depending on which GLWB Investment Strategy is elected:

[ Strategy 1 – Basic Allocation ] [ 0.60% ]

[ Strategy 2 – Self Style Allocation ] [ 0.80% ]

We guarantee this current Rider Charge Percentage until such time as we provide Prior Written Notice to you of any increase, up to the Maximum Rider Charge Percentage, and provided you do not elect to cancel the Rider during the Cancellation Window.

**Maximum Rider Charge Percentage:** Effective annual rate of [ 1.50% ]

**INVESTMENT STRATEGIES, RULES AND LIMITATIONS****[ GLWB Investment Strategy [ 1] – Basic Allocation**

You must allocate your premium according to one of these models: [ Growth, Blend or Value. ]

[ Subaccount ]	[ Model 1 - Growth ]	[ Model 2 - Blend ]	[ Model 3 - Value ]
[ iShares® S&P 500 Index Fund ]	[ 30% ]	[ 40% ]	[ 30% ]
[ iShares® S&P 500 Growth Index Fund ]	[ 10% ]		
[ iShares® S&P 500 Value Index Fund ]			[ 10% ]
[ iShares® S&P MidCap 400 Index Fund ]	[ 10% ]	[ 10% ]	[ 10% ]
[ iShares® S&P SmallCap 600 Index Fund ]	[ 5% ]	[ 5% ]	[ 5% ]
[ Vanguard Tax-Managed International Fund, Europe Pacific, ETF Shares ]	[ 5% ]	[ 5% ]	[ 5% ]
[ Vanguard Total Bond Market Index Fund, ETF Shares ]	[ 35% ]	[ 35% ]	[ 35% ]
[ iShares® S&P/Citigroup International Treasury Bond Fund ]	[ 5% ]	[ 5% ]	[ 5% ]

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**[ GLWB Investment Strategy [ 2 ] – Self Style Allocation**

You may select one or more of the Subaccounts in one or more groups, as long as your allocations add up to 100% and are within the minimum and maximum allocation percentages indicated for each group.

**[ Group 1 – Core Fixed Income (Minimum [ 35% ]; Maximum [ 65% ])**

iShares<sup>®</sup> Barclays Aggregate Bond Fund  
iShares<sup>®</sup> Barclays Intermediate Credit Bond Fund  
Vanguard Total Bond Market Index Fund, ETF Shares ]

**[ Group 2 – Core Equity (Minimum [ 35% ]; Maximum [ 65% ])**

iShares<sup>®</sup> S&P 500 Index Fund  
Vanguard Dividend Appreciation Index Fund, ETF Shares  
Vanguard Large-Cap Index Fund, ETF Shares ]

**[ Group 3 – Non-Core Fixed Income (Minimum [ 0% ]; Maximum [ 30% ])**

iShares<sup>®</sup> Barclays TIPS Bond Fund  
iShares<sup>®</sup> iBoxx \$ High Yield Corporate Bond Fund  
Vanguard Intermediate-Term Corporate Bond Index Fund, ETF Shares  
Vanguard Variable Insurance Fund Money Market Portfolio ]

**[ Group 4 – Non-Core Equity (Minimum [ 0% ]; Maximum [ 30% ])**

iShares<sup>®</sup> S&P 500 Growth Index Fund  
iShares<sup>®</sup> S&P 500 Value Index Fund  
iShares<sup>®</sup> S&P MidCap 400 Index Fund  
iShares<sup>®</sup> S&P SmallCap 600 Index Fund  
Vanguard Mega Cap 300 Index Fund, ETF Shares ]

**[ Group 5 – International/ Alternative (Minimum [ 0% ]; Maximum [ 15% ])**

iShares<sup>®</sup> S&P/Citigroup International Treasury Bond  
Vanguard Emerging Markets Stock Index Fund, ETF Shares  
Vanguard REIT Index Fund, ETF Shares  
Vanguard Tax-Managed International Fund, Europe Pacific ETF Shares ] ]

**Rebalancing Frequency:** On the last day of each Contract [ quarter ] beginning with the first Contract [ quarter ] after the GLWB Effective Date.

**Rules and Limitations:**

- 1) Only one allocation can be in effect at any one time, with the exception of an optional allocation of your initial premium (received on the GLWB Effective Date) to the STO.
- 2) Your one allocation must meet the requirements of one of the GLWB Investment Strategies.
- [ 3) You cannot move from one GLWB Investment Strategy to another. ]
- [ 4) In GLWB Investment Strategy [ 1, ] you can reallocate your Account Value invested in one model to another model. The reallocation will reset your allocation to the required percentages for the new model. ]
- [ 5) In GLWB Investment Strategy [ 2, ] you can reallocate your Account Value invested in Strategy [ 2 ] as long as your new allocation is within the minimum and maximum allocation percentages for each Fund group. ]
- 6) Each allocation change will trigger a [ 60 ]-day waiting period before another allocation change can occur.
- [ 7) Transfers are made as an allocation change. ]
- 8) Your first allocation change is allowed [ 60 ] days after the GLWB Effective Date.

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# Integrity Life Insurance Company

## Guaranteed Lifetime Withdrawal Benefit Rider

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This Guaranteed Lifetime Withdrawal Benefit Rider (referred to as GLWB or Rider) has been issued to you and made a part of your Contract as of the GLWB Effective Date stated on your GLWB Rider Specifications Pages. This Rider is subject to all the exclusions, definitions and provisions of the Contract to which it is attached. If any provisions contained in this Rider are inconsistent with those of the Contract, the Rider provisions will control. Capitalized terms not defined in this Rider or on your GLWB Rider Specifications Pages have the meanings assigned to them in the base Contract or related riders or endorsements.

**The purpose of this guaranteed lifetime withdrawal benefit is to provide income payments to the Owner and the Owner's covered spouse. This benefit will terminate upon assignment or a change in ownership of the Contract.**

### **The Benefit**

You, as Owner, and your legal spouse (as defined by applicable state law) on the GLWB Effective Date are the Covered Persons under this Rider, as stated on your GLWB Rider Specifications Pages. No changes in the Covered Persons are allowed, except as described in the Removal of Spouse as Covered Person provision of this Rider. This Rider guarantees you can receive an amount equal to the Lifetime Payout Amount (LPA) each calendar year on or after the LPA Eligibility Date, for as long as either Covered Person is alive, regardless of Account Value. The guarantee will terminate without value when this Rider terminates as described in the Termination provision.

### **Lifetime Payout Amount (LPA)**

The **LPA** is the amount we guarantee the Covered Persons can receive each calendar year on or after the LPA Eligibility Date for as long as either Covered Person is alive. You can receive the LPA as long as you are alive. If your spouse is a Covered Person at the time of your death, and elects to continue the Rider under the Continuation of Rider at Owner's Death provision, he or she can receive the LPA as long as he or she is alive. Upon continuation of the Rider, the words "you," "your" and "Owner" as used in this Rider will apply to your spouse.

The **LPA Eligibility Date** is the GLWB Effective Date if the GLWB Effective Date is on or after the younger Covered Person has reached the LPA Age stated on your GLWB Rider Specifications Pages. If the younger Covered Person has not reached the LPA Age on the GLWB Effective Date, the LPA Eligibility Date will be January 1<sup>st</sup> following the calendar year in which the younger Covered Person reaches the LPA Age. If the younger Covered Person reaches the LPA Age on January 1<sup>st</sup>, the LPA Eligibility Date will be that day. The LPA Eligibility Date is stated on your GLWB Rider Specifications Pages and will not change.

The **LPA** is equal to the **Withdrawal Percentage** multiplied by the **Benefit Base** as of January 1<sup>st</sup> each year on or after the LPA Eligibility Date; that product is then multiplied by the Spousal Factor stated on your GLWB Rider Specifications Pages.

**Withdrawal Percentage** – The applicable Withdrawal Percentage is determined by the following formula:

A + B + C, where:

- (A) is the Age Based Percentage stated on your GLWB Rider Specifications Pages – the Age Based Percentage is determined by the age of the younger Covered Person on the date of the first withdrawal from the Contract on or after the LPA Eligibility Date and is locked in on that date;
- (B) is the cumulative Deferral Percentage – the cumulative Deferral Percentage begins at zero and increases by the Deferral Percentage stated on your GLWB Rider Specifications Pages for each complete calendar year that you do not take a withdrawal; and

- 
- (C) is a First Year Deferral Percentage stated on your GLWB Rider Specifications Pages – the First Year Deferral Percentage is a one-time addition to your Withdrawal Percentage that varies based on the GLWB Effective Date, provided you do not take a withdrawal in the calendar year containing the GLWB Effective Date.

**Benefit Base** – On the GLWB Effective Date, your Benefit Base is equal to your Account Value. Your Benefit Base will be adjusted as follows:

- 1) On each Contract Anniversary, your Benefit Base will be compared to your Account Value and if the Account Value is greater than the Benefit Base, we will step up your Benefit Base to equal the Account Value.
- 2) Upon the occurrence of a Nonguaranteed Withdrawal, we will decrease your Benefit Base as described in the Nonguaranteed Withdrawals provision of this Rider.
- 3) On the date we receive an additional Premium during the first Contract Year, your Benefit Base will be increased by the amount of the additional Premium.

**The Benefit Base is not available for withdrawal and is not payable as a death benefit.**

If the younger Covered Person has reached the LPA Eligibility Date on the GLWB Effective Date, the LPA for the calendar year that contains the GLWB Effective Date will be your Withdrawal Percentage multiplied by your Benefit Base, then multiplied by the Spousal Factor; that product is then prorated for the portion of the calendar year remaining. The factor used to prorate the LPA is the number of days remaining in the calendar year (not including the GLWB Effective Date) divided by the number of days in the calendar year.

Any portion of LPA not taken during a calendar year is not available in any subsequent calendar year.

If your Required Minimum Distribution (RMD), as defined in the Tax Code, is greater than the LPA for any calendar year, the RMD will be the LPA for that calendar year. The RMD is the annual amount you are required by the Tax Code to withdraw from your Contract. The RMD applies to most Qualified Contracts and is based on the prior calendar year ending fair market value of this Contract only.

### **Nonguaranteed Withdrawals**

**Taking Nonguaranteed Withdrawals could reduce your future benefits by more than the dollar amount of the Nonguaranteed Withdrawals. You may not receive the intended benefit of this Rider if you take Nonguaranteed Withdrawals.**

If a withdrawal is taken prior to the LPA Eligibility Date, the entire amount of that withdrawal (including Withdrawal Charges, if any) is a Nonguaranteed Withdrawal. If a withdrawal is taken on or after the LPA Eligibility Date, the amount of that withdrawal (including Withdrawal Charges, if any) by which the sum of withdrawals during that calendar year exceeds your LPA is a Nonguaranteed Withdrawal.

Each Nonguaranteed Withdrawal will immediately decrease your Benefit Base by the adjusted Nonguaranteed Withdrawal amount. The adjusted Nonguaranteed Withdrawal amount is defined as the Nonguaranteed Withdrawal amount multiplied by the greater of 1.0 and the ratio of Benefit Base to Account Value (Benefit Base divided by Account Value), where both values are determined immediately before the Nonguaranteed Withdrawal. The Account Value immediately before the Nonguaranteed Withdrawal means that the Account Value will be reduced by any remaining LPA prior to the calculation.

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If the amount withdrawn is greater than the Free Withdrawal Amount but does not result in a Nonguaranteed Withdrawal, any applicable Withdrawal Charges will be waived. If the amount withdrawn is greater than the Free Withdrawal Amount and results in a Nonguaranteed Withdrawal, a Withdrawal Charge, if any, will be applied on the entire amount that is greater than the Free Withdrawal Amount.

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The **example** below demonstrates how a Nonguaranteed Withdrawal affects the Benefit Base, using the following assumptions:

- Benefit Base = \$100,000
- Account Value = \$85,000
- LPA = \$5,000
- One withdrawal is taken during the calendar year = \$7,000
- The withdrawal is taken after LPA Eligibility Date
- No withdrawal charges apply

**The Nonguaranteed Withdrawal amount is \$2,000**, which is equal to your total calendar year withdrawals (\$7,000) minus your LPA (\$5,000). **The adjusted Nonguaranteed Withdrawal is \$2,500:**

$$\begin{aligned} \$2,500 &= \$2,000 \text{ (Nonguaranteed Withdrawal amount)} \times \text{the greater of 1.0 or} \\ &\quad (\$100,000 \text{ (Benefit Base immediately before the Nonguaranteed Withdrawal)} / \\ &\quad \$80,000 \text{ (Account Value immediately before the Nonguaranteed Withdrawal)}) \end{aligned}$$

Your Benefit Base will be reduced by \$2,500 to \$97,500.

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### **Guaranteed Payment Phase**

The Contract will enter the Guaranteed Payment Phase on or after the LPA Eligibility Date, but before the Maturity Date, as of the date the Account Value reduces to zero by means other than (i) a Nonguaranteed Withdrawal; or (ii) the voluntary election of an Annuity Option.

When the Contract begins the Guaranteed Payment Phase, we will send you notification and any remaining LPA that you have not taken during the current calendar year. Beginning the next calendar year, and in each calendar year during the Guaranteed Payment Phase, you will receive your LPA. The Guaranteed Payment Phase will continue until the death of both Covered Persons, except that the Guaranteed Payment Phase will end and payments will cease if this Rider terminates during the Guaranteed Payment Phase prior to the death of both Covered Persons.

Your Contract will enter the Guaranteed Payment Phase on the Maturity Date, if you elect to receive, or continue to receive your LPA under an LPA Annuity Option stated on your GLWB Rider Specifications Pages. The LPA Annuity Option will provide annual income in the amount of the LPA on the day prior to the Maturity Date. We will send you notification and any remaining LPA that you have not taken during the current calendar year; we will set your Account Value to zero. Beginning the next calendar year and in each calendar year while either Covered Person is living, you will receive your LPA.

After the Contract enters the Guaranteed Payment Phase, your only rights under the Contract will be those described in this provision and the Termination provision. All other rights, benefits, values and charges under the Contract and this Rider will terminate. We should be notified immediately upon the death of either Covered Person or upon the termination of the marriage for any reason.



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### **Minimum Initial Account Value and Additional Premiums**

Your Account Value on the GLWB Effective Date must be at least the Minimum Initial Account Value and no more than the Maximum Initial Account Value, both stated on your GLWB Rider Specifications Pages.

You may make additional Premium payments if the older Covered Person is no older than the Maximum Premium Age stated on your GLWB Rider Specifications Pages, and subject to any Minimum and Maximum Premium Limits stated on your GLWB Rider Specifications Pages. The Company may refuse to accept additional Premiums on a nondiscriminatory basis at any time.

### **Rider Charge**

The Rider charge is assessed by deducting a daily charge from your GLWB Subaccounts equal to an effective annual rate of the Rider Charge Percentage stated on your GLWB Rider Specifications Pages. This charge is in addition to the Separate Account Charge that applies to the Subaccounts under the Contract and reduces your Unit Values under the Contract.

Upon Prior Written Notice to you, we may increase the Rider Charge Percentage up to the Maximum Rider Charge Percentage shown on your GLWB Rider Specifications Pages. If you do not wish to accept the increase, you may elect to cancel the Rider within the Cancellation Window stated on your GLWB Rider Specifications Pages.

We do not deduct the Rider charge during the Guaranteed Payment Phase.

### **Right to Cancel**

You may cancel this Rider during any Cancellation Window stated on your GLWB Rider Specifications Pages by sending Written Notice to us.

### **GLWB Investment Strategies**

You may invest some or all of your initial Premium received by us on the Contract Date in a Fixed Account available under the Contract. This is not part of your one allocation allowed under this Rider. While this Rider is in effect, your one allocation under the Rider must meet the requirements of one of the GLWB Investment Strategies stated on your GLWB Rider Specifications Pages. Your Premiums will be allocated to Subaccounts within the GLWB Investment Strategy you choose according to the designated allocation percentages. We will periodically rebalance the Subaccounts to the designated Subaccount allocation percentages at the Rebalancing Frequency stated on your GLWB Rider Specifications Pages. Any reallocation between or among Subaccounts (if permitted in the GLWB Investment Strategy you choose) is subject to the Rules and Limitations stated on your GLWB Rider Specifications Pages.

Subject to required approvals by federal and state authorities, we may add, remove, combine, substitute or restrict investment in any GLWB Investment Strategy or any Subaccount within any GLWB Investment Strategy at any time.

### **Removal of Spouse as Covered Person**

If your marriage is terminated (such as by divorce or dissolution) or your spouse dies, your spouse is removed as a Covered Person. If you subsequently remarry, you cannot add your new spouse. You must provide us with notice of termination of your marriage or your spouse's death. Once the spouse is removed as a Covered Person, lifetime withdrawals under the Rider are no longer guaranteed for the lives of both you and your spouse. If your spouse is removed, you can name a new Beneficiary.

If your spouse is removed and is no longer a Covered Person: (i) the LPA Eligibility Date will not change; (ii) the Maximum Premium Age will continue to be based on the older of you or your (now removed) spouse; (iii) the Withdrawal Percentage will continue to be based on the younger of you or your (now removed) spouse; (iv) the Spousal Factor will continue to apply to your LPA calculation.

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## **Rules**

- The Owner and Annuitant must be the same person.
- No joint Owner is permitted.
- Only your legal spouse (as defined by applicable state law) on the GLWB Effective Date may be named as a Covered Person under the Rider.
- You must name your spouse as your sole primary Beneficiary as long as he or she is a Covered Person.
- You cannot add or replace a spouse as a Covered Person.
- On the GLWB Effective Date, the younger of you or your spouse must be at least the Minimum Rider Age and the older of you or your spouse must be no older than the Maximum Rider Age, both stated on the GLWB Rider Specifications Pages.
- No withdrawals are allowed from your Contract on the GLWB Effective Date.
- All withdrawals must be taken from the Investment Options on a pro-rata basis.
- If you request a partial withdrawal, we will withdraw the total amount you requested from your Account Value, however the amount you receive will be net of any applicable tax withholding, Withdrawal Charge and Premium Tax.
- We may require proof that you or your spouse is living at any time.

## **Contract Waiver Provisions**

The Minimum Account Value and Minimum Account Value After Partial Withdrawal referred to in your Contract do not apply while this Rider is in effect.

## **Report**

The report provided under your Contract will contain the following: (i) before the first LPA withdrawal is taken, we will provide the Benefit Base and an option to contact us to find out what the LPA would be for a particular initial withdrawal date; (ii) after the first LPA withdrawal is taken, the LPA. The report may also contain additional information as required by law.

## **Continuation of Rider at Owner's Death**

If your spouse is of the opposite sex and thus meets the definition of spouse under federal law (1 U.S.C. Section 7), your spouse will have the option to continue the Contract and the GLWB Rider at the time of your death pursuant to the Tax Code.

If your spouse is not of the opposite sex and thus does not meet the definition of spouse under federal law (1 U.S.C. Section 7), the spouse may receive the LPA under the terms of the Rider; however, not all terms of the Contract will continue due to limitations under the Tax Code. If the same sex spouse wishes to receive the LPA, he or she must elect to receive the Death Benefit over a period that does not exceed his or her life expectancy as defined by the Tax Code. The same sex spouse **must** take at least the withdrawals required by the Tax Code each calendar year, **which may cause a Nonguaranteed Withdrawal if the Owner dies before the LPA Eligibility Date.**

Upon continuation of the Rider after the Owner's Death: (i) the LPA Eligibility Date will not change; (ii) the Withdrawal Percentage will continue to be based on the younger of you (now deceased) or your spouse; and (iii) the Spousal Factor will continue to apply to the LPA calculation.

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### **Termination**

This Rider will terminate automatically on the earliest of the following dates:

1. The date of death of the last Covered Person;
2. The date the Account Value equals zero due to a Nonguaranteed Withdrawal;
3. The date that ownership of the Contract or Rider is transferred or the Contract, Rider or any benefits under the Contract or Rider are assigned;
4. The Maturity Date, unless you elect to receive your LPA under an LPA Annuity Option;
5. The date you voluntarily elect an Annuity Option under the Contract;
6. The date you request cancellation of this Rider during a Cancellation Window;
7. The date the Contract is surrendered.

Once terminated, the Rider charge will terminate. This Rider may not be reinstated after termination.

**INTEGRITYLIFE INSURANCE COMPANY**

[

*SPECIMEN*

Jill T. McGruder  
President

*SPECIMEN*

Edward J. Babbitt  
Secretary

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**GUARANTEED LIFETIME WITHDRAWAL BENEFIT**  
**Rider Specifications Pages**

**GLWB Effective Date:** [ 11-01-2010 ]

**Covered Persons:**

Name	Date of Birth
[ John Doe ]	[ 02-10-1965 ]
[ Jane Doe ]	[ 03-11-1965 ]

**LPA Age:** [ 60 ]

**LPA Eligibility Date:** [ 11-01-2011 ]

**Spousal Factor:** [ 90% ]

**WITHDRAWAL PERCENTAGE**

**Age Based Percentage:** Locked in upon first withdrawal after the LPA Eligibility Date

Age of Younger Covered Person	Age Based Percentage
[ 60-64 ]	[ 4.00% ]
[ 65-69 ]	[ 4.50% ]
[ 70-74 ]	[ 5.00% ]
[ 75 + ]	[ 5.50% ]

**Deferral Percentage:** [ 0.10% ]

**First Year Deferral Percentage:**

GLWB Effective Date	First Year Deferral Percentage
[ January 1-March 31 ]	[ 0.075% ]
[ April 1-June 30 ]	[ 0.05% ]
[ July 1-September 30 ]	[ 0.025% ]
[ October 1-December 31 ]	[ 0.00% ]

**MINIMUMS AND MAXIMUMS**

**Minimum Initial Account Value:** [ \$25,000 ]

**Maximum Initial Account Value:** [ \$1,000,000 ], without prior Company approval

**Minimum Additional Premium:** [ \$1,000 ]

**Maximum Premium Limits:** [ \$1,000,000 ] without prior Company approval

**Maximum Premium Age:** [ 80 ]

**Minimum Rider Age:** [ 45 ]

**Maximum Rider Age:** [ 80 ]

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### MISCELLANEOUS

**Prior Written Notice Period:** [ 45 ] days for increase in Rider Charge

**LPA Annuity Option(s):** [ Life only, ] [ or joint and survivor life only, ] Annuity Option based on the Covered Persons alive on the Maturity Date.

**Cancellation Window:** The first [ 45 ] days of each Contract Year beginning on the [ 5th ] Contract Anniversary following the GLWB Effective Date; and [ 45 ] days after we send written notice to you of an increase in the Rider Charge Percentage.

### RIDER CHARGE

**Rider Charge Percentage:** The effective annual rate for the Rider Charge varies depending on which GLWB Investment Strategy is elected:

[ Strategy 1 – Basic Allocation ] [ 0.60% ]

[ Strategy 2 – Self Style Allocation ] [ 0.80% ]

We guarantee this current Rider Charge Percentage until such time as we provide Prior Written Notice to you of any increase, up to the Maximum Rider Charge Percentage, and provided you do not elect to cancel the Rider during the Cancellation Window.

**Maximum Rider Charge Percentage:** Effective annual rate of [ 1.50% ]

### INVESTMENT STRATEGIES, RULES AND LIMITATIONS

#### **[ GLWB Investment Strategy [ 1 ] – Basic Allocation**

You must allocate your premium according to one of these models: [ Growth, Blend or Value. ]

[ Subaccount ]	[ Model 1 - Growth ]	[ Model 2 - Blend ]	[ Model 3 - Value ]
[ iShares® S&P 500 Index Fund ]	[ 30% ]	[ 40% ]	[ 30% ]
[ iShares® S&P 500 Growth Index Fund ]	[ 10% ]		
[ iShares® S&P 500 Value Index Fund ]			[ 10% ]
[ iShares® S&P MidCap 400 Index Fund ]	[ 10% ]	[ 10% ]	[ 10% ]
[ iShares® S&P SmallCap 600 Index Fund ]	[ 5% ]	[ 5% ]	[ 5% ]
[ Vanguard Tax-Managed International Fund, Europe Pacific, ETF Shares ]	[ 5% ]	[ 5% ]	[ 5% ]
[ Vanguard Total Bond Market Index Fund, ETF Shares ]	[ 35% ]	[ 35% ]	[ 35% ]
[ iShares® S&P/Citigroup International Treasury Bond Fund ]	[ 5% ]	[ 5% ]	[ 5% ]

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**[ GLWB Investment Strategy [ 2 ] – Self Style Allocation**

You may select one or more of the Subaccounts in one or more groups, as long as your allocations add up to 100% and are within the minimum and maximum allocation percentages indicated for each group.

**[ Group 1 – Core Fixed Income (Minimum [ 35% ]; Maximum [ 65% ])**

iShares<sup>®</sup> Barclays Aggregate Bond Fund  
iShares<sup>®</sup> Barclays Intermediate Credit Bond Fund  
Vanguard Total Bond Market Index Fund, ETF Shares ]

**[ Group 2 – Core Equity (Minimum [ 35% ]; Maximum [ 65% ])**

iShares<sup>®</sup> S&P 500 Index Fund  
Vanguard Dividend Appreciation Index Fund, ETF Shares  
Vanguard Large-Cap Index Fund, ETF Shares ]

**[ Group 3 – Non-Core Fixed Income (Minimum [ 0% ]; Maximum [ 30% ])**

iShares<sup>®</sup> Barclays TIPS Bond Fund  
iShares<sup>®</sup> iBoxx \$ High Yield Corporate Bond Fund  
Vanguard Intermediate-Term Corporate Bond Index Fund, ETF Shares  
Vanguard Variable Insurance Fund Money Market Portfolio ]

**[ Group 4 – Non-Core Equity (Minimum [ 0% ]; Maximum [ 30% ])**

iShares<sup>®</sup> S&P 500 Growth Index Fund  
iShares<sup>®</sup> S&P 500 Value Index Fund  
iShares<sup>®</sup> S&P MidCap 400 Index Fund  
iShares<sup>®</sup> S&P SmallCap 600 Index Fund  
Vanguard Mega Cap 300 Index Fund, ETF Shares ]

**[ Group 5 – International/ Alternative (Minimum [ 0% ]; Maximum [ 15% ])**

iShares<sup>®</sup> S&P/Citigroup International Treasury Bond  
Vanguard Emerging Markets Stock Index Fund, ETF Shares  
Vanguard REIT Index Fund, ETF Shares  
Vanguard Tax-Managed International Fund, Europe Pacific ETF Shares ] ]

**Rebalancing Frequency:** On the last day of each Contract [ quarter ] beginning with the first Contract [ quarter ] after the GLWB Effective Date.

**Rules and Limitations:**

- 1) Only one allocation can be in effect at any one time, with the exception of an optional allocation of your initial premium (received on the GLWB Effective Date) to the STO.
- 2) Your one allocation must meet the requirements of one of the GLWB Investment Strategies.
- [ 3) You cannot move from one GLWB Investment Strategy to another. ]
- [ 4) In GLWB Investment Strategy [ 1 ], you can reallocate your Account Value invested in one model to another model. The reallocation will reset your allocation to the required percentages for the new model. ]
- [ 5) In GLWB Investment Strategy [ 2 ], you can reallocate your Account Value invested in Strategy [ 2 ] as long as your new allocation is within the minimum and maximum allocation percentages for each Fund group. ]
- 6) Each allocation change will trigger a [ 60 ]-day waiting period before another allocation change can occur.
- [ 7) Transfers are made as an allocation change. ]
- 8) Your first allocation change is allowed [ 60 ] days after the GLWB Effective Date.

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# Integrity Life Insurance Company

## Death Benefit Rider

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This Rider has been attached to and made a part of your Contract as of the Death Benefit Rider Effective Date shown on the Death Benefit Rider Specifications Page. This Rider is subject to all the exclusions, definitions and provisions of the Contract to which it is attached. If any provisions contained in this Rider are inconsistent with those of the Contract, the Rider provisions will control. Capitalized terms not defined in this Rider have the meanings assigned to them in the base Contract or related riders or endorsements.

**Guaranteed Death Benefit** – This Rider provides a Guaranteed Death Benefit, which we will pay on the Death Benefit Date, instead of the Death Benefit stated in your Contract.

The Guaranteed Death Benefit amount is the greater of:

- 1) Your Account Value on the Death Benefit Date; or
- 2) The sum of your Premiums, less a proportional adjustment for each withdrawal (including any Withdrawal Charge), less any applicable Premium Tax.

**Effect of Partial Withdrawals** – With respect to item two above, the proportional adjustment means that your Guaranteed Death Benefit will be reduced by the same percentage as each partial withdrawal (including any Withdrawal Charge) bears to your Account Value at the time of withdrawal. Following is an example to demonstrate how a partial withdrawal affects your Guaranteed Death Benefit, based on the assumptions stated.

### **EXAMPLE**

Before you take a withdrawal, assume

- your Guaranteed Death Benefit is \$100,000 and
- your current Account Value is \$80,000.

If you take a partial withdrawal (including any applicable Withdrawal Charge) of \$10,000, we would reduce your Guaranteed Death Benefit by 12.5% because that is the same percentage that your partial withdrawal bears to the Account Value at the time of the withdrawal (\$10,000 / \$80,000).

After your partial withdrawal

- your Guaranteed Death Benefit would be \$87,500 (\$100,000 - \$12,500), and
- your Account Value would be \$70,000 (\$80,000 - \$10,000).

**Spousal Continuation** – If the Guaranteed Death Benefit amount is greater than the Account Value and Spousal Continuation is elected, we will increase the Account Value to equal the Guaranteed Death Benefit amount on the date Spousal Continuation is elected.

**Cost of the Rider** – The Death Benefit Rider Charge is described on the Death Benefit Rider Specifications Page.

**Report** – The report provided under your Contract shall include the amount of the Guaranteed Death Benefit as of the end of the reporting period.

### **Restrictions and Limitations:**

- Once terminated, this Rider may not be reinstated.
- This Rider has no cash surrender value or other non-forfeiture benefits upon termination.
- On the Death Benefit Rider Effective Date, you must be no older than the Maximum Rider Age stated on the Death Benefit Rider Specifications Page.

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**Termination** – This Rider will terminate automatically on the earliest of the following events:

- the Maturity Date;
- the date you elect to apply your entire Account Value (or Surrender Value) to an Annuity Option; or
- the date the Contract ends.

Once terminated, the Rider charge will terminate.

**INTEGRITY LIFE INSURANCE COMPANY**

[

~~SPECIMEN~~

Jill T. McGruder  
President

~~SPECIMEN~~

Edward J. Babbitt  
Secretary ]



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**DEATH BENEFIT RIDER**  
**Specifications Page**

**Death Benefit Rider Effective Date:** [ 11/01/2010 ]

**Maximum Rider Age:** [ 80 ]

**Death Benefit Rider Charge:** The charge for the benefit provided by this Rider is included in the Contract's Separate Account Charge, shown on the Contract Specifications Pages.

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# Integrity Life Insurance Company

## Individual Retirement Annuity Endorsement

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**THIS ENDORSEMENT** is attached to and made a part of the annuity Contract (**Contract**) issued by Integrity Life Insurance Company (the **Company**) to qualify as an Individual Retirement Annuity (**IRA**) under Section [ 408(b) ] or a Simplified Employee Pension IRA (**SEP**) under Section [ 408(k) ] of the Internal Revenue Code, as amended (the **Code**). All references to Code Sections are to those Sections as may be amended and/or renumbered from time to time. Unless otherwise specified, all references to the **Regulations** refer to regulations adopted under the Code. If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply, except as otherwise provided herein. Capitalized terms not defined in this Endorsement have the meanings assigned to them in the base Contract, related riders or endorsements, or in the Code or Regulations, as applicable.

- A. OWNERSHIP.** The Annuitant must be an individual who is the sole **Owner** of the Contract. The Contract is established for the exclusive benefit of the Owner and the Owner's beneficiary. The Owner may exercise all rights under the Contract during his or her lifetime. No joint ownership or contingent owner or annuitant is permitted. If this is an **Inherited IRA** within the meaning of [ 408(d)(3)(C) ], maintained for the benefit of a designated beneficiary of the deceased Owner, references in this Endorsement to the Owner (including "you" and "your") are to the deceased Owner.
- B. NONFORFEITABLE AND NONTRANSFERABLE.** Except as provided by law, the Owner's interest in the Contract is nonforfeitable and nontransferable. The Contract may not be sold, assigned, discounted or pledged as collateral or as security for the performance of an obligation or for any other purpose, to any person, except that the IRA or SEP may be transferred to a former or separated spouse of the Owner under a divorce or separation instrument in accordance with Code Section [ 408(d)(6) ]. In the event of such transfer, the transferee shall for all purposes be treated as the Owner under this IRA or SEP.
- C. CONTRIBUTIONS.** Contributions (also referred to as "Premiums" or "Purchase Payments" in some Contracts) are not fixed and may be made by the Owner if allowed under the Contract. For IRAs, contributions may either be **Regular Contributions** or **Rollover Contributions**.
1. **IRA Regular Contributions.** Regular Contributions must be in cash, such as by check, money order or electronic funds transfer. The total of such contributions to all the Owner's IRAs (including Roth IRAs) for a taxable year must not exceed the lesser of the **Applicable Amount** or the Owner's **Compensation**, as described below:

**Applicable Amount:**

- (a) If the Owner is under age [ 50 ], the Owner may make a Regular Contribution of [ \$5,000 ] for tax year 2008 and thereafter.
- (b) If the Owner reaches age [ 50 ] before the close of the tax year, the Owner may make a Regular Contribution of [ \$6,000 ] for tax year 2008 and thereafter.
- (c) After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section [ 219(b)(5)(D) ]. Such adjustments will be in multiples of [ \$500 ], rounded downward.
- (d) If this is an Inherited IRA, no contribution will be accepted.
- (e) In addition to the amounts described above, the Owner may make contributions specifically authorized by statute, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.

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**Compensation** means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid for sales, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses), includes earned income, as defined in Code Section [ 401(c)(2) ] (reduced by the deduction the self-employed Owner takes for contributions made to a self-employed retirement plan) and differential wage payments as defined in Code Section [ 3401(h)(2) ]. For purposes of this definition, Code Section [ 401(c)(2) ] shall be applied as if the term trade or business for purposes of Code Section 1402 included service described in Subsection [ (c)(6) ]. Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to Code Section [ 112) ]. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term **Compensation** shall include any amount includible in the Owner's gross income under Code Section [ 71 ] with respect to a divorce or separation instrument described in Code Section [ 71(b)(2)(A) ].

Regular Contributions are not permitted to be made after your Required Beginning Date. The **Required Beginning Date** is April 1 of the year following the calendar year in which you attain age [ 70½ ].

2. **IRA Rollover Contributions.** A Rollover Contribution is a contribution that meets the requirements of Code Section [ 402(c) ], [ 402(e)(6) ], [ 403(a)(4) ], [ 403(b)(8) ], [ 403(b)(10) ], [ 408(d)(3) ] or [ 457(e)(16) ]. Funds you receive under the requirements of one of the Code Sections stated above, and which you intend to invest as a Rollover Contribution, must be contributed toward your IRA within [ 60 ] days of the date the funds are received by you, unless you elected to make a direct transfer of such funds before distribution. For direct transfers, a reasonable period of time is allowed. No transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.

If you are past your Required Beginning Date, you may make a Rollover Contribution into this IRA; however, you must first take the required minimum distribution for the current calendar year.

3. **SEP Contributions.** An employer may contribute, each year for each participating employee's SEP, the amounts allowed under Code Sections [ 404(h) ] and [ 415(c) ] and [ (d) ]. Employers may also make contributions to an employee's SEP on or after the employee's Required Beginning Date to the extent allowed under the Code and Regulations. The contribution rules explained in the sections of this Endorsement titled "IRA Regular Contributions," and "IRA Rollover Contributions" do not apply to employer contributions made to a SEP.
4. **Refund of Contributions.** Any refund of contributions, other than those attributable to excess contributions, will be applied before the close of the calendar year following the year of the refund, toward the payment of future contributions. Contributions that are returned are subject to charges, adjustments or limitations stated in the Contract.

**D. DISTRIBUTIONS.** The Code refers to withdrawals from your Contract or money payments received from an IRA or SEP as distributions. Distributions are subject to any charges, adjustments or limitations stated in the Contract.

1. **Early Distributions.** If you are under age [ 59½ ] and receive a distribution from your IRA or SEP, an additional tax of 10% will apply to the portion of the distribution that is includible in your income. Certain qualifying distributions are not subject to additional tax under Code Section [ 72(t) ].
2. **Required Minimum Distributions (RMD):** Notwithstanding anything in this Endorsement to the contrary, the distribution of your interest in the Contract shall be made in accordance with the requirements of Code Section [ 408(b)(3) ] and the Regulations thereunder. You are required to take an annual minimum

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distribution, referred to as an **RMD**, from any IRA or SEP you own no later than (i) your Required Beginning Date for the calendar year in which you reach age [ 70½ ], and (ii) December 31<sup>st</sup> for each calendar year thereafter. Your RMDs may be met by annuitizing your Contract or by taking periodic withdrawals at intervals not longer than one year.

- a. If you annuitize, your payments must satisfy the requirements of Code Section [ 408(a)(6) ] and the Regulations thereunder. Your payments must be in nonincreasing amounts or they may increase as provided in Regulation [ 1.401(a)(9)-6, Q&A-14 ]. In addition, any distribution must satisfy the incidental benefit requirements specified in Regulation [ 1.401 (a)(9)-6, Q&A-2 ]. If you die before your entire interest is distributed, payments may continue depending on the annuity option you have selected.
- b. If you elect to take periodic withdrawals, each annual RMD is calculated during your lifetime by dividing the value of your Contract as of December 31 of the prior year by a divisor located in a table in the Regulations. The table used depends on the person you have designated as your beneficiary.
  - i. If the sole primary designated beneficiary is your spouse who is more than ten years younger than you, the table used is the Joint and Last Survivor Table located in Regulation [ 1.401(a)(9)-9, Q&A-3 ], using the ages you and your spouse attain on your birthdays in the calendar year in question.
  - ii. If the designated beneficiary is your spouse who is not more than ten years younger than you or is a person that is not your spouse, the table used is the Uniform Lifetime Table located in Regulation [ 1.401(a)(9)-9, Q&A-2 ], using the age you attain on your birthday in the calendar year in question.
- c. If you die before your entire interest in the Contract is distributed and you have not annuitized your Contract, your remaining interest will be distributed as follows:
  - i. If you die on or after the Required Beginning Date, your remaining interest must be distributed to your designated beneficiary either as a lump sum by December 31<sup>st</sup> of the year following the year of your death, or at least the RMDs beginning by December 31 of the year following the year of your death. RMDs will be calculated by dividing the value of the Contract as of December 31 of each prior year by a divisor located in Regulation [ 1.401(a)(9)-9, Q&A-1 ], the *Single Life Table*, using the age your beneficiary attains on his or her birthday in the calendar year in question (recalculated annually), or the age you attained, or would have attained if you were alive on your birthday, in the calendar year in question, whichever provides a longer distribution period. In each subsequent year, the divisor will be reduced by one, unless your sole designated primary beneficiary is your spouse.

If there is no designated beneficiary, your entire interest in the Contract must be distributed by December 31 of the year after the year of your death.

Following your beneficiary's death, his or her beneficiary must take at least the RMDs calculated by dividing the value of the Contract as of December 31 of the prior year by a divisor in the Single Life Table, using the age your beneficiary attained or would have attained on his or her birthday in the calendar year of death, reduced by one for each subsequent year.

- ii. If you die before the Required Beginning Date, the remaining interest must be distributed to your designated beneficiary either as a lump sum by December 31<sup>st</sup> of the year containing the fifth anniversary of your death, or at least the RMDs calculated by dividing the value of the Contract as of December 31 of each prior year by a divisor in the Single Life Table, using the age your beneficiary attains on his or her birthday (recalculated annually) in the calendar year in question. In each subsequent year, the divisor will be reduced by one, unless your sole designated primary beneficiary is your spouse.

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RMDs must begin by December 31 of the year following the year of your death, except that if your sole designated primary beneficiary is your spouse, RMDs are not required to begin before the end of the calendar year in which you would have attained age [ 70½ ].

If there is no designated beneficiary, your entire interest in the Contract must be distributed by December 31 of the year containing the fifth anniversary of your death.

Following your beneficiary's death, his or her beneficiary must take at least the RMDs calculated by dividing the value of the Contract as of December 31 of the prior year by a divisor in the Single Life Table, using the age your beneficiary attained or would have attained on his or her birthday in the calendar year of death, reduced by one for each subsequent year.

If this is an Inherited IRA established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section [ 402(c)(11) ], then, notwithstanding any election made by the deceased individual, the nonspouse designated beneficiary may elect to take RMDs under this subsection of the Endorsement if the transfer is made no later than the end of the year following the year of death.

- iii. If your spouse is the sole designated primary beneficiary, your spouse may treat your IRA or SEP as his or her own. This will be deemed to have occurred if your spouse contributes to the Contract, makes a rollover to or from the Contract, or fails to elect an RMD as required of a beneficiary. In addition, a spouse may roll over or transfer your interest to his or her own IRA. If your spouse treats your IRA or SEP as his or her own, and you have not taken the RMD in the calendar year of your death, your spouse must take your RMD before the end of that calendar year.
  - iv. The beneficiary must be determined by September 30 of the calendar year after the calendar year of your death.
  - d. Your "interest" in the Contract and "value of the Contract" as used in this Endorsement, includes the amount of any outstanding rollover, transfer and recharacterization under Regulation [ 1.408-8, Q&A-7 and -8 ] and the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits.
  - e. If this is an Inherited IRA, the beneficiary must take the RMD for each calendar year. The RMD will be calculated by dividing the value of the Contract as of December 31<sup>st</sup> of the prior year by a divisor from the Single Life Table using the age the beneficiary attained on his or her birthday, reduced by one for each subsequent year.
  - f. Failure to take at least the RMD will result in a [ 50% ] excise tax on the amount which should have been withdrawn but was not.
  - g. The RMD due to a designated beneficiary from this IRA or SEP may be withdrawn from another IRA or SEP the beneficiary holds from the same deceased Owner in accordance with Regulation [ 1.408-8, Q&A-8 ].
- E. ANNUAL REPORTS.** The Company shall furnish annual calendar year reports concerning the value of the Contract and the RMD as prescribed by the Code and Regulations, if any.
- F. AMENDMENTS.** Amendments may be made from time to time as necessary to comply with the provisions of the Code and Regulations. We will obtain all necessary approvals including, where required, that of the Owner. We will send you a copy of any endorsement that amends your Contract. We will not be responsible for any adverse tax consequences resulting from the rejection of such amendment.
- G. RESPONSIBILITY OF THE PARTIES.** The Company shall not be responsible for any penalties, taxes, judgments or expenses incurred by the Owner or beneficiary in connection with this IRA or SEP and shall have

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no duty to determine whether any contributions to or distributions from this IRA or SEP comply with the Code or Regulations.

**H. GROUP CONTRACT.** If this Endorsement is used with a certificate issued under a group contract, the term *Owner* refers to the *Participant/Annuitant* and the term *Contract* refers to your *Certificate*.

**I. SINGLE PREMIUM CONTRACTS.** If the Contract to which this Endorsement is attached is a Single Premium Annuity, no contributions of any kind will be accepted after the first contribution is made and accepted by the Company, unless otherwise provided in your Contract.

**INTEGRITY LIFE INSURANCE COMPANY**

[

A stylized, cursive signature in black ink, appearing to read "Jill T. McGruder", is written over the word "SPECIMEN" in a large, outlined, serif font.

Jill T. McGruder  
President

A stylized, cursive signature in black ink, appearing to read "Edward J. Babbitt", is written over the word "SPECIMEN" in a large, outlined, serif font.

Edward J. Babbitt  
Secretary

]

## **[VAROOM] – Flexible Premium Individual Variable Annuity Application**

### **MAILING INSTRUCTIONS**

Send this completed application to:

REGULAR MAIL: Integrity Life Insurance Company, [PO Box 5722, Cincinnati, OH 45201-5722]

EXPRESS MAIL: Integrity Life Insurance Company, [Attn: Annuity Operations, 400 Broadway, Cincinnati, OH 45202-3341]

**Money allocated to the subaccounts in this variable annuity are subject to investment risk, including possible loss of the principal amount invested. The values in the subaccounts may increase or decrease and the dollar amount is not guaranteed.**

### **OWNER INFORMATION [Required]**

**Owner** – [The Owner controls the contract. If the owner is a non-natural person, such as a trust or corporation, complete the Entity Ownership Certificate.]

Name—First, Middle, Last John E. Doe		Phone Number 555-555-1111	Social Security Number/TIN 123-45-6789	
Address 123 Main Street		City Anytown	State ST	Zip Code 54321
Sex: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth 02-10-1965	Email Address john.doe@email.com		

[State/Country of Birth  
U.S.]

### **ANNUITANT INFORMATION [Required if different from Owner. The Owner and Annuitant can only be different if this is a custodial account.]**

**Annuitant** – [The Annuitant is the person whose life expectancy is used to determine the annuity benefit.]

Name—First, Middle, Last John E. Doe		Phone Number 555-555-1111	Social Security Number 123-45-6789	
Address 123 Main Street		City Anytown	State ST	Zip Code 54321
Sex: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth 02-10-1965	Email Address john.doe@email.com		

[State/Country of Birth  
U.S.]

### **BENEFICIARY INFORMATION [Required] To ensure spousal continuation, or if the spousal GLWB is elected, the Owner's spouse must be the sole primary beneficiary.**

**Beneficiary** – [The Beneficiary received the death benefit if the Owner dies. The death benefit goes to the Owner's estate if a beneficiary is not named.]

Name—First, Middle, Last Robert J. Doe		Date of Birth 6/24/1985	Social Security Number/TIN 888-99-1234	
Address 123 Main Street		City Anytown	State ST	Zip Code 54321
Beneficiary Type: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> Contingent		Relationship to Owner Son		

Name—First, Middle, Last Betsy A. Doe		Date of Birth 8/15/1988	Social Security Number/TIN 987-65-4321	
Address 123 Main Street		City Anytown	State ST	Zip Code 54321
Beneficiary Type: <input checked="" type="checkbox"/> Primary <input type="checkbox"/> Contingent		Relationship to Owner Daughter		



**BENEFICIARY INFORMATION (Continued)**

Name—First, Middle, Last Margaret I. Doe	Date of Birth 555-555-1111	Social Security Number/TIN 987-65-4321	
Address 123 Main Street	City Anytown	State ST	Zip Code 54321
Beneficiary Type: <input type="checkbox"/> Primary <input checked="" type="checkbox"/> Contingent	Relationship to Owner Wife		

Name—First, Middle, Last	Date of Birth	Social Security Number/TIN	
Address	City	State	Zip Code
Beneficiary Type: <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship to Owner		

**TRANSFER OR REPLACEMENT INFORMATION (Required)**

Do you currently have an existing annuity contract or life insurance policy? ☐ Yes ☒ No  
Does the purchase of this annuity change or replace any existing annuity contract or life insurance policy?  
☐ Yes ☒ No

**CONTRACT AND PREMIUM INFORMATION (Required)**

How do you want Integrity to issue the contract? ☒ Traditional IRA ☐ Roth IRA ☐ SEP IRA  
Total Amount of Premium: \$ 25,000.00 Is this a rollover? ☒ Yes ☐ No  
The money will be received via: ☐ Qualified Transfer ☒ Check (payable to Integrity Life Insurance Company)  
☐ Wire Transfer from account belonging to \_\_\_\_\_ and originating from \_\_\_\_\_ (state/country)  
If an additional contribution is being made to this IRA, tax year in which the contribution is made 2010.

**GUARANTEED LIFETIME WITHDRAWAL BENEFIT (GLWB) – Optional**

This benefit is not available for all issue ages. Transfer and partial withdrawal restrictions apply. The cost of the GLWB is 0.60% annually for the Basic Allocation Strategy and 0.80% annually for the Self-Style Allocation Strategy. Maximum charge for either strategy is 1.50%

☒ I would like to like to add the following GLWB to my annuity contract (choose one):  
☒ Individual Rider – Based on the Owner/Annuitant only  
☐ Spousal Rider – Based on the Owner/Annuitant and Spouse (fill out information below)

**SPOUSE INFORMATION**

Name—First, Middle, Last	Phone Number	Social Security Number/TIN	
Address <input type="checkbox"/> Same as Owner	City	State	Zip Code
Sex: <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth	State/Country of Birth	

If the GLWB is elected all funds must be 100% allocated to the following investment strategies. **You may select only one of the following strategies.** Any change within a strategy will initiate a 60 day waiting period (including from contract issue). Allocations within a strategy apply to current and future allocations as well as quarterly rebalancing. Withdrawals will be taken pro-rata across all investment options.



**GLWB ALLOCATION – Check one of the Strategies****Systematic Transfer Option (STO) – OPTIONAL**Choose one: ☒ 6 month STO, Monthly      12 Month STO    ☐ Monthly    ☐ Quarterly**Check one of the following (Required)**

- ☒ Allocate the initial premium directly into the strategy and allocation indicated below.
- ☐ Allocate 100% of my initial premium to the STO selected above. Allocations from the STO are indicated below.
- ☐ Allocate \_\_\_\_\_% of my initial premium to the STO selected above. Allocations from the STO are indicated below.

*The remaining portion of your initial premium amount will be allocated according to the allocations indicated below.***☐ STRATEGY [1]: BASIC ALLOCATION – Choose on the Models below or complete Strategy 2: Self-Style Allocation**☒ **Model 1 – Growth**

30% iShares® S&P 500 Index Fund	5% Vanguard Tax-Managed International Fund
10% iShares® S&P 500 Growth Index Fund	Europe Pacific ETF Shares
10% iShares® S&P MidCap 400 Index Fund	35% Vanguard Total Bond Market Index Fund
5% iShares® S&P/Citigroup International Treasury Bond Fund	ETF Shares
5% iShares® S&P SmallCap 600 Index Fund	

☐ **Model 2 – Blend**

40% iShares® S&P 500 Index Fund	5% Vanguard Tax-Managed International Fund
10% iShares® S&P MidCap 400 Index Fund	Europe Pacific ETF Shares
5% iShares® S&P/Citigroup International Treasury Bond Fund	35% Vanguard Total Bond Market Index Fund
5% iShares® S&P SmallCap 600 Index Fund	ETF Shares

☐ **Model 3 – Value**

30% iShares® S&P 500 Index Fund	5% Vanguard Tax-Managed International Fund
10% iShares® S&P 500 Value Index Fund	Europe Pacific ETF Shares
10% iShares® S&P MidCap 400 Index Fund	35% Vanguard Total Bond Market Index Fund
5% iShares® S&P/Citigroup International Treasury Bond Fund	ETF Shares
5% iShares® S&P SmallCap 600 Index Fund	

**☐ STRATEGY [2] SELF-STYLE ALLOCATION – Please use whole percentage numbers****Core Fixed Income [35%] to [65%] of Total** (must allocate at least [35%] and no more than [65%] of total)

<input type="checkbox"/> iShares® Barclays Aggregate Bond Fund _____%	<input type="checkbox"/> Vanguard Total Bond Market Index Fund, _____%
<input type="checkbox"/> iShares® Barclays Intermediate Credit Bond Fund _____%	ETF Shares
<b>Total _____%</b>	

**Core Equity [35%] to [65%] of Total** (must allocate at least [35%] and no more than [65%] of total) **+**

<input type="checkbox"/> iShares® S&P 500 Index Fund _____%	<input type="checkbox"/> Vanguard Large-Cap Index Fund, _____%
<input type="checkbox"/> Vanguard Dividend Appreciation Index Fund, _____%	ETF Shares
<b>Total _____%</b>	

**Non-Core Fixed Income [0%] to [30%] of Total** (maximum of [30%] allocation of total) **+**

<input type="checkbox"/> iShares® Barclays TIPS Bond Fund _____%	<input type="checkbox"/> iShares® iBoxx \$ High Yield Corporate Bond Fund _____%
<input type="checkbox"/> Vanguard Intermediate-Term Corporate Bond Index Fund, ETF Shares _____%	<input type="checkbox"/> Vanguard Variable Insurance Fund Money Market Portfolio _____%
<b>Total _____%</b>	

**Non-Core Equity [0%] to [30%] of Total** (maximum of [30%] allocation of total) **+**

<input type="checkbox"/> iShares® S&P 500 Growth Index Fund _____%	<input type="checkbox"/> iShares® S&P SmallCap 600 Index Fund _____%
<input type="checkbox"/> iShares® S&P 500 Value Index Fund _____%	<input type="checkbox"/> Vanguard Mega Cap 300 Index Fund, _____%
<input type="checkbox"/> iShares® S&P MidCap 400 Index Fund _____%	ETF Shares
<b>Total _____%</b>	

**International & Alternative [0%] to [15%] of Total** (maximum of [15%] allocation of total) **+**

<input type="checkbox"/> iShares® S&P/Citigroup International Treasury Bond Fund _____%	<input type="checkbox"/> Vanguard REIT Index Fund, ETF Shares _____%
<input type="checkbox"/> Vanguard Emerging Markets Stock Index Fund, ETF Shares _____%	<input type="checkbox"/> Vanguard Tax-Managed International Fund, Europe Pacific ETF Shares _____%
<b>Total _____%</b>	

**= 100%**

**INVESTMENT OPTION ALLOCATION (Do not complete if the GLWB was elected)****Systematic Transfer Option (STO) – OPTIONAL**Choose one: ☐ 6 month STO, Monthly only    ☐ 12 Month STO    ☐ Monthly    ☐ Quarterly**Check one of the following (Required)**

- ☐ Allocate the initial premium directly into the allocation indicated below.
- ☐ Allocate 100% of my initial premium to the STO. Allocations from the STO are indicated below.
- ☐ Allocate \_\_\_\_\_% of my initial premium to the STO option selected above. Allocations from the STO are indicated below. *The remaining portion of your initial premium amount will be allocated according to the allocations indicated below.*

**Please use whole percentage numbers****Contract Allocation****Equity Subaccounts**

iShares® S&P 500 Index Fund	_____ %
iShares® S&P 500 Growth Index Fund	_____ %
iShares® S&P 500 Value Index Fund	_____ %
iShares® S&P MidCap 400 Index Fund	_____ %
iShares® S&P SmallCap 600 Index Fund	_____ %
Vanguard Dividend Appreciation Index Fund, ETF Shares	_____ %
Vanguard Large-Cap Index Fund, ETF Shares	_____ %
Vanguard Mega Cap 300 Index Fund, ETF Shares	_____ %

**Fixed Income Subaccounts**

iShares® Barclays Aggregate Bond Fund	_____ %
iShares® Barclays Intermediate Credit Bond Fund	_____ %
iShares® Barclays TIPS Bond Fund	_____ %
iShares® iBoxx \$ High Yield Corporate Bond Fund	_____ %
Vanguard Intermediate-Term Corporate Bond Index Fund, ETF Shares	_____ %
Vanguard Total Bond Market Index Fund, ETF Shares	_____ %
Vanguard Variable Insurance Fund Money Market Portfolio	_____ %

**International and Alternative Subaccounts**

iShares® S&P/Citigroup International Treasury Bond Fund	_____ %
Vanguard Emerging Markets Stock Index Fund, ETF Shares	_____ %
Vanguard Tax-Managed International Fund, Europe Pacific ETF Shares	_____ %
Vanguard REIT Index Fund, ETF Shares	_____ %

**= 100%****DISCLOSURE, CERTIFICATION AND OWNER'S SIGNATURE (Required)**

**For applicants except those in AR, CT, DC, FL, ND, NJ and OR:** Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

**For applicants in AR:** Any person who knowing presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement is prison.

**For applicants in CT:** Any person who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud as determined by a court of competent jurisdiction.

**For applicants in DC:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**For applicants in FL:** Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

**For applicants in ND:** Any person who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may be guilty of insurance fraud.

**For applicants in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**For applicants in OR:** Any person who with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement as to any material fact may be guilty of insurance fraud.

**DISCLOSURE, CERTIFICATION AND OWNER'S SIGNATURE (Continued)**

**Arizona Free Look Disclosure:** The Owner may request in writing factual information regarding the benefits and provisions of the annuity contract purchased. If not satisfied, the Owner may return the contract within 10 days, within 30 days if it replaced another contract, or within 30 days if the Owner is 65 years or older on the date this application was signed, after the contract is delivered, and receive a refund of all monies paid.

**California Senior's Disclosure:** I understand that if I elect to immediately invest the initial contribution in the variable account options, I may experience loss during the free-look period.

**California Senior Financial Products Disclosure:** In the process of evaluating the purchase of any annuity product, you should understand the sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity, or other asset to fund the purchase of this product may have tax consequences, early withdrawal penalties or other costs or penalties as a result of their sale or liquidation. Prior to purchasing the new annuity product, you or your representative may wish to consult independent legal or financial advice before selling or liquidating any assets.

**Under penalties of perjury,** I certify that: (1) the number shown on this form is my correct taxpayer identification number, **and** (2) that I am not subject to backup withholding because (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and** (3) I am a US citizen or resident alien.

**Note: You must cross out Item #2 of certification if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting of interest or dividends on your tax returns.**

I have read the statements and answers in all parts of this application and they are true and complete to the best of my knowledge and belief. I have received and read the prospectus for the product applied for. I also understand that the Integrity Life Insurance Company will have no liability until the contract is issued.

This application was signed in the city and state of Anytown, ST.

Owner's Signature John Doe /s/	Social Security Number 123-45-6789	Driver's License Number P12-8790	Date 11-01-2010
Annuitant's Signature (if different from Owner)			Date

**SALES REPRESENTATIVE/LICENSED AGENT INFORMATION**

Options: ☒ I ☐ II

Does the applicant now have life insurance policies or annuity contracts with any company? ☐ Yes ☒ No  
Will any existing insurance or annuity be replaced or changed (or has it been), assuming the contract applied for will be issued? ☐ Yes ☒ No

By the signature below, I certify that I have asked and recorded completely and accurately the answers to all questions on this application. I know of nothing affecting the risk that has not been recorded herein. I also certify that prior to signing this application, I delivered to the applicant the product prospectus, any proposal, outline of coverage, Buyer's Guide, comparison and/or disclosure statement required by federal law or by the law of the state where the application was signed.

Name—First, Middle, Last (Print) Ima Agent	Phone 555-555-3333	Agent ID Number 123456	
Firm Name XYZ Company	Fax Number 555-555-4444	Email Address ima.agent@email.com	
Branch Address 123 Oak Street	City Anytown	State ST	Zip Code 54321
Sales Representative/Licensed Agent's Signature Ima Agent /s/	Agent License ID Number 678678		Date 11-1-2010

☐ Issue as no-commission version

**Mail contract to:** ☐ Sales Representative/Licensed Agent ☐ Owner

*(Contracts mailed to sales representative/licensed agent must be delivered to the owner within five days of receipt. Contracts issued in Louisiana, Pennsylvania and West Virginia will be mailed to the owner.)*

SERFF Tracking Number: WSST-126671154 State: Arkansas  
 Filing Company: Integrity Life Insurance Company State Tracking Number: 46467  
 Company Tracking Number: INT-15 1011  
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
 Product Name: ILIC/VAROOM/RJP  
 Project Name/Number: ILIC/VAROOM/RJP /ILIC/VAROOM/INT-15 1011/RJP

## Supporting Document Schedules

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Statements of Variability

**Comments:**

**Attachments:**

SOV - Base - Non-Comp (contract Spec Pages).pdf  
 Statement of Variability - GLWB Individual.pdf  
 Statement of Variability - GLWB Spousal.pdf  
 Statement of Variability - GMDB.pdf  
 EE.12 1011 SOV.pdf  
 IL-28-31000 SOV Application NOn-Compact.pdf

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Guaranty Association Form

**Comments:**

**Attachment:**

E-GAA-AR-0908.pdf

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Arkansas Certificates of  
 Compliance

**Comments:**

**Attachments:**

AR Certificate of Compliance Reg 6.pdf  
 AR Certificate of Compliance Reg 19 & 49.pdf

## **STATEMENT OF VARIABILITY**

<b>Contract Form Number</b>	<b>INT-15 1011</b>
<b>Contract Specifications Pages Form Number</b>	<b>INT-15 1011 VRM</b>
<b>Subaccount Specifications Page Form Number</b>	<b>VA-SP</b>
<b>Fixed Account Specifications Page Form Number</b>	<b>FIXED-STO-SP</b>

This document defines the range of variation of bracketed items found in the Contract and the Contract, Subaccount and Fixed Account Specifications Pages. There are two types of variations: (1) those items that are Owner specific and (2) those items that are not Owner specific.

### **OWNER SPECIFIC VARIABLES**

The filed specimen Contract forms include hypothetical information within the brackets shown on the Specifications Pages. In an issued Contract, these fields will reflect information specific to the Owner.

#### **1) Information Shown on Contract Specifications Pages:**

<b>CONTRACT NUMBER:</b>	Contract number assigned by the company
<b>CONTRACT DATE:</b>	Date the Contract is issued
<b>CONTRACT TYPE:</b>	Indicates non-qualified or type of qualified contract
<b>OWNER:</b>	Owner's name
<b>OWNER'S DATE OF BIRTH:</b>	Owner's birth date
<b>JOINT OWNER:</b>	Joint Owner's name; if there is no Joint Owner, this field will not print
<b>JOINT OWNER'S DATE OF BIRTH:</b>	Joint Owner's birth date; if there is no Joint Owner, this field will not print
<b>ANNUITANT:</b>	Annuitant's Name and Sex
<b>ANNUITANT'S DATE OF BIRTH:</b>	Annuitant's birth date
<b>PRIMARY BENEFICIARY:</b>	Name(s) of Primary Beneficiary(ies) and indication as to whether the Primary Beneficiary is irrevocable
<b>CONTINGENT BENEFICIARY:</b>	Name(s) of Contingent Beneficiary(ies); if there is no Contingent Beneficiary, this field will not print
<b>MATURITY DATE:</b>	Date the Annuitant will reach the Maturity Age
<b>INITIAL PREMIUM:</b>	Initial premium received on the Contract Date

### **VARIABLES THAT ARE NOT OWNER SPECIFIC**

The variables bracketed on the filed specification pages and described in the Contract contain current restrictions set by the Company upon development of the Contract. Any changes to these variables will be made in a nondiscriminatory fashion. If any of these variables change from the amount as filed, they will be changed only for new issues.

These items are being filed as variable so that we can adjust them if dictated by market conditions, customer preferences, evidence of antiselection, experience that is markedly different from pricing assumptions, or any other legal reason. Any change to the items will result in a new value remaining within the ranges specified below.

## **1) Information Shown on Contract - Cover Page:**

**RIGHT TO CANCEL:** The number of days stated for the Owner to cancel the Contract will be at least 10 days. For non-replacement Contracts, the numbers of days could range from 10 to 60. For replacement contracts, the number of days could range from 30 days to 90 days. The number of days will not be less than required by state law.

**ADMINISTRATIVE OFFICE:** We may change our administrative address, telephone number and web site if such items should change in the future. We may remove any reference to the Company web site unless it is required to appear by state law,

**COMPANY LOGO:** The flexibility to change our logo does not include the Company name. We understand if our Company name changes for any reason we must notify the Department accordingly.

**COMPANY OFFICER SIGNATURES:** This will change if the relevant individuals or titles should change in the future.

## **2) Information Shown on Contract Specifications Pages:**

**PRODUCT NAMES, EFFECTIVE DATE, PAGE NUMBER:** Product Names (located in the bottom middle of the form) may change from time to time consistent with our marketing practices. Future changes made to the Contract Specifications Pages will trigger a new effective date (located in the bottom right-hand corner of the form). A page number included in the bottom right hand corner on the Contract Specifications Pages may change due to formatting.

## **GENERAL DATA SECTION**

**MATURITY AGE:** The Maturity Date will be the day the Annuitant reaches the Maturity Age. The Maturity Age could range between age 90 and age 115.

**STATE INSURANCE DEPARTMENT CONTACT:** The state shown will always be the state of issue. We may change a State Insurance Department's telephone number should it change in the future.

**PRIOR WRITTEN NOTICE PERIOD:** The amount of notice provided to the Owner before certain events or actions. These amounts could range from 15 days to 90 days.

## **PREMIUMS AND ACCOUNT VALUE SECTION**

**MINIMUM INITIAL PREMIUM:** The minimum initial amount of premium required to be paid into a Contract. This could range from \$1,000 to \$50,000.

**MAXIMUM TOTAL PREMIUM:** The total amount that can be paid into the contract without prior Company approval could range from \$100,000 to \$10,000,000. We may also vary the Maximum Total Premium by age.

**MAXIMUM PREMIUM AGE:** The oldest the Owner can be such that we will accept an additional Premium. This could be from age 65 to age 90.

**MINIMUM ADDITIONAL PREMIUM:** The minimum amount of any additional premium that may be paid into a Contract. This could range from \$50 to \$50,000.

**MINIMUM ACCOUNT VALUE:** The amount triggering the Minimum Account Value provision will not be more than \$2,000.

**MINIMUM ACCOUNT VALUE PERIOD:** This sets the period of time since a Premium has been received by the Company for the Minimum Account Value provision to apply. This value could range from 2 years to 10 years.

**MINIMUM WITHDRAWAL AMOUNT:** The minimum amount required for any partial withdrawal. This amount could range from \$50 to \$1,000.

**MINIMUM ACCOUNT VALUE AFTER PARTIAL WITHDRAWAL:** The minimum Account Value required after any partial withdrawal. This could range from \$1,000 to \$50,000. This will not apply to withdrawals of the Free Amount or withdrawals of the Required Minimum Distribution of this Contract as defined by the Tax Code.

## **FEES AND CHARGES SECTION**

**SEPARATE ACCOUNT CHARGE:** The annual rate of the charge that is deducted from each Subaccount on a daily basis. This percentage could range from 0.20% annually to the Maximum Separate Account Charge below.

**MAXIMUM SEPARATE ACCOUNT CHARGE:** The highest value the Separate Account Charge could ever be for a given Contract. This percentage could range from 0.50% annually to 3.00% annually.

**CONTRACT FEE:** The fee charged to a Contract each year that the Requirement for Contract Fee Waiver is not met. This will range from \$0 to \$50.

**REQUIREMENT FOR CONTRACT FEE WAIVER:** The minimum amount of Account Value required in the Contract in order for the Contract Fee to be waived. This could range from 0 to \$100,000.

**TRANSFER FEE:** The amount charged for each Transfer made among the Subaccounts. This could range from \$0 to \$20. The Transfer Fee will only apply to transfers above a certain number per year, where that number could range from 6 to 24. The Transfer Fee will not apply to Unrestricted Transfers.

**MAXIMUM CHARGE FOR ADDITIONAL REPORT:** The maximum amount to be charged for each additional copy of the Report. This could range from \$10 to \$50.

**WITHDRAWAL CHARGE PERCENTAGE:** The withdrawal charge applied, as a percentage of each Premium. During the first year after each Premium, the percentage applicable to that Premium could range from 1% to 9%. During the second year, the percentage could range from 1% to 8%. During the third year, the percentage could range from 1% to 7%. During the fourth year, the percentage could range from 0% to 6%. During the fifth year, the percentage could range from 0% to 5%. During the sixth year, the percentage could range from 0% to 4%. During the seventh year, the percentage could range from 0% to 3%. During the eighth year, the percentage could range from 0% to 2%. During the ninth year, the percentage could range from 0% to 1%. In the tenth and each subsequent year, the percentage will always be 0%. The Withdrawal Charge Percentage will never increase from one year to the next.

For each Premium, once the Withdrawal Charge Percentage is equal to 0%, it will be 0% in all subsequent years. In the first year the Withdrawal Charge Percentage is equal to 0%, the number of years will be shown with a "+" following the year. Subsequent years (and the 0% Withdrawal Charge Percentage) will not print.

**WAIVER OF THE WITHDRAWAL CHARGE:** The conditions under which we will waive the Withdrawal Charge. We may add or remove conditions. We may change the conditions shown as follows:

- Election of an Annuity Option: We may remove (ii). We may add or remove nonguaranteed Annuity Options from (ii).
- Increase in Separate Account Charge: The number of days could range from 30 to 90.
- Required Minimum Distribution: We may revise or completely delete this waiver in the future.

**FREE WITHDRAWAL PERCENTAGE:** The percentage of Account Value that can be withdrawn each year without Withdrawal Charges. This percentage could vary from 5% to 50%.

## **INVESTMENT SECTION**

**ALLOCATION AND TRANSFER RULES:** Any change to the one allocation allowed for this Contract will initiate a Z-calendar day waiting period before any subsequent changes are allowed. This includes a Z-calendar day waiting period from the Contract Date. Z can range from 30 days to 365 days. We may eliminate the waiting period restriction for new issues; in that case, conditions in the Allocation and Transfer Rules referencing the waiting period will be deleted. Funds may not be transferred among Subaccounts other than by changing the Subaccount allocation, but the Company may choose to eliminate

this restriction for new issues. We may add, remove or change allocations and Transfers not subject to the waiting period on a nondiscriminatory basis.

**UNRESTRICTED TRANSFERS:** Defines the Transfers that are not subject to the Transfer Fee. We may add, remove or change the Unrestricted Transfers on a nondiscriminatory basis. When the Transfer Fee is equal to zero, this will be set Not Applicable, as all Transfers are Unrestricted Transfers.

**UNIT VALUE COMPUTATION:** We may change the Unit Value Computation in a nondiscriminatory fashion if we calculate the unit values or net investment factor in a different fashion.

### **ANNUITY BENEFIT SECTION**

**MINIMUM ANNUITY PAYMENT:** The minimum amount required for each payment under an Annuity Option. This could range from \$20 to \$1,000.

**GUARANTEED MINIMUM MONTHLY ANNUITY PAYMENT:** The monthly payment, below which we may terminate the Contract and pay the present value of the annuity benefit on the basis of the Annuity Table and Annuity Payout Interest Rate. This minimum monthly payment will be no greater than \$20.

**ANNUITY TABLE:** The mortality table used for the Guaranteed Annuity Options. This can be changed for new issues to mortality tables that are adopted by the National Association of Insurance Commissioners (NAIC) or the American Academy of Actuaries (AAA).

**ANNUITY PAYOUT INTEREST RATE:** The interest rate used for the Guaranteed Annuity Options. This could range from 1% to 5%.

**ADJUSTMENT TO AGE:** The age setback used for the Guaranteed Annuity Options. The Year Income Payments Begin column may be grouped in a different manner and the values in the Age Setback column could range from 0 years to 7 years. The example shown will be updated to align with any changes made to the Adjustment to Age.

### **3) Information Shown on Subaccount Specifications Page:**

**PRODUCT NAMES AND EFFECTIVE DATE:** Product Names (located in the bottom middle of the form) may change from time to time consistent with our marketing practices. Future changes made to the Subaccount Specifications Pages will trigger a new effective date (located in the bottom right-hand corner of the form).

**SEPARATE ACCOUNT:** The Separate Account may be changed as long as the new account does not significantly alter the underlying structure of the Contract.

**SUBACCOUNTS:** We may add, remove, or change the Subaccounts available as long as this does not significantly alter the underlying structure of the Contract.

### **4) Information Shown on Fixed Account Specifications Page:**

**PRODUCT NAMES AND EFFECTIVE DATE:** Product Names (located in the bottom middle of the form) may change from time to time consistent with our marketing practices. Future changes made to the Subaccount Specifications Pages will trigger a new effective date (located in the bottom right-hand corner of the form).



**FIXED ACCOUNTS AND GUARANTEE PERIODS AVAILABLE ON CONTRACT DATE:** The Specifications Pages will reference the Guarantee Periods available as well as the associated Guaranteed Interest Rate, Interest Allocation Period, and the Transfers Occur frequency for each Guarantee Period.

- Guarantee Periods: We may change, add or delete our Guarantee Periods available under the Contract. The Guaranteed Periods could range from three months to ten years.
- Guaranteed Interest Rate on Contract Date: We will declare interest rates in accordance with our ordinary course of business. The interest rate received will never be lower than the Guaranteed Minimum Interest Rate.
- Interest Allocation Period: The frequency at which the daily compounded interest will be allocated to the fixed account. This varies by Guarantee Period and could range from monthly to annually. The interest will be allocated sooner upon occurrence of an event listed in the Contract.
- Transfers Occur: The frequency at which the systematic transfers from the fixed account to the Subaccounts occur. This could range from monthly to annually, and more than one option may be available to the Owner.

**RESTRICTIONS ASSOCIATED WITH FIXED ACCOUNTS:** The Restrictions Associated with Fixed Accounts may change over time. The restrictions noted in each Contract contain the current restrictions available on the Contract Date. Changes will be made in a nondiscriminatory fashion and applied to new issues.

**GUARANTEED MINIMUM INTEREST RATE:** The minimum interest rate that will be applied to any Fixed Account, which is guaranteed for the life of the Contract. This rate will never decrease below 1% or increase above 3%.

## **GUARANTEED LIFETIME WITHDRAWAL BENEFIT (GLWB) RIDER**

### **STATEMENT OF VARIABILITY**

**GLWB Rider Form Number** IR.32 1011  
**GLWB Rider Specifications Pages Form Number** IR.32 1011 SP

This document defines the range of variation of bracketed items found on the GLWB Rider and GLWB Rider Specifications Pages. There are two types of variations: (1) those items that are Owner specific and (2) those items that are not Owner specific.

### **IN GENERAL**

**OFFICER SIGNATURES:** This will change on the GLWB Rider if the relevant individuals or titles should change in the future.

**EFFECTIVE DATE:** Future changes made to the GLWB Rider Specifications Pages will trigger a new effective date (located in the bottom right-hand corner of the form).

**PAGE NUMBER:** A page number included in the bottom right hand corner on the GLWB Rider Specifications Pages may change due to formatting.

### **OWNER SPECIFIC VARIABLES**

The filed specimen Rider forms include hypothetical information within the brackets shown on the specifications pages. In an issued Rider, these fields will reflect information specific to the Owner.

**GLWB EFFECTIVE DATE:** Date the Rider is issued.

**COVERED PERSON:** The life covered under the GLWB Rider. This is the Owner's name.

**LPA ELIGIBILITY DATE:** The date the Lifetime Payout Amount (LPA) becomes available under the Rider. This is January 1<sup>st</sup> of the calendar year following the year in which the Covered Person reaches the LPA Age. If the Covered Person has reached the LPA Age on the GLWB Effective Date, the LPA Eligibility Date is the GLWB Effective Date.

### **VARIABLES THAT ARE NOT OWNER SPECIFIC**

The variables bracketed on the filed specification pages and described in the Rider contain current restrictions set by the Company upon development of the Rider. Any changes to these variables will be made in a nondiscriminatory fashion. If any of these variables change from the amount as filed, they will be changed only for new issues.

These items are being filed as variable so that we can adjust them if dictated by market conditions, customer preferences, evidence of antiselection, experience that is markedly different from pricing assumptions, or any other legal reason. Any change to the items will result in a new value remaining within the ranges specified below.

**LPA AGE:** The age at which the Owner first qualifies for the Lifetime Payout Amount (LPA). This could range from 45 to 75.

## **WITHDRAWAL PERCENTAGE**

**AGE BASED PERCENTAGE:** A component of the total Withdrawal Percentage. The percentage varies by the Owner's age on the date of the first withdrawal from the contract on or after the LPA Eligibility Date; once this first withdrawal occurs, the Age Based Percentage does not change. The percentage could range from 1% to 10%. Ages could be grouped in a different fashion; the minimum age shown will be equal to the LPA Age.

**DEFERRAL PERCENTAGE:** The increase applied to the Withdrawal Percentage for each complete calendar year during which no withdrawal is taken. This could range from 0.01% to 1%.

**FIRST YEAR DEFERRAL PERCENTAGE:** The increase applied to the Withdrawal Percentage if no withdrawal is taken during the calendar year in which the Rider is issued. This tiering percentage varies based on the month the Rider is issued; it could range from 0% to 1%. In no event will the First Year Deferral Percentage be 0% for every month.

## **MINIMUMS AND MAXIMUMS**

**MINIMUM INITIAL ACCOUNT VALUE:** The minimum initial Account Value required for the GLWB Rider to be added to a Contract. This could range from \$1,000 to \$50,000.

**MAXIMUM INITIAL ACCOUNT VALUE:** The maximum initial Account Value allowed without prior Company approval could range from \$100,000 to \$10,000,000. This amount may vary by age.

**MINIMUM ADDITIONAL PREMIUM:** The minimum amount of any additional premium that may be paid into a Contract with the GLWB Rider. This could range from \$50 to \$50,000.

**MAXIMUM PREMIUM LIMITS:** The total amount that can be paid into a Contract with the GLWB Rider without prior Company approval could range from \$100,000 to \$10,000,000. This amount may vary by age.

**MAXIMUM PREMIUM AGE:** The oldest the Owner can be such that we will accept an additional Premium. This could be from age 65 to age 90.

**MINIMUM RIDER AGE:** The youngest the Owner can be such that we will allow the GLWB Rider to be added to the Contract. This could be from age 30 to age 65.

**MAXIMUM RIDER AGE:** The oldest the Owner can be such that we will allow the GLWB Rider to be added to the Contract. This could be from age 65 to age 90.

## **MISCELLANEOUS**

**PRIOR WRITTEN NOTICE PERIOD:** The amount of time before an increase in the GLWB Rider Charge that we will notify the Owner. This could range from 15 days to 90 days.

**LPA ANNUITY OPTION:** The option under which the payment amount is calculated. It could be based on life only, or it could include life with a period certain, where the period certain could be five years, ten years, or installment refund.

**CANCELLATION WINDOW:** The days during which the Owner may voluntarily terminate the Rider. This could range the 10 to 90 days following each Contract Anniversary on or after the 5<sup>th</sup> Contract Anniversary to the 20<sup>th</sup> Contract Anniversary. The number of days after we send written notice of an increase in the Rider Charge Percentage could range from 30 to 90.

## **RIDER CHARGE**

**RIDER CHARGE PERCENTAGE:** The annual effective rate of the rider charge that varies depending on the Investment Strategy chosen by the Owner. These percentages could range from 0.20% to the Maximum Rider Charge Percentage, below.

**MAXIMUM RIDER CHARGE PERCENTAGE:** The highest value the Rider Charge Percentage could ever be for a given Rider. This percentage could range from 0.50% to 3.00%.

**GLWB INVESTMENT STRATEGIES:** We may add, remove or reorganize Investment Strategies on a nondiscriminatory basis. We may also change the GLWB Investment Strategies per the following:

**Strategy 2** 100% in Subaccounts listed. We may add, remove or reorganize Groups and the Subaccounts within those groups on a nondiscriminatory basis. At least z% must be allocated to the Core Fixed Income, where the minimum value of z could range from 5% to 60%, and the maximum value of z could range from 40% to 100%. At least y% must be allocated to the Core Equity, where the minimum value of y could range from 5% to 60% and the maximum value of y could range from 40% to 100%. For the remaining subaccounts the following restrictions apply: at most x% can be allocated to the Non-Core Fixed Income, where x could range from 5% to 50%; at most w% can be allocated to the Non-Core Equity, where w could range from 5% to 50%; at most v% can be allocated to the International/Alternative, where v could range from 5% to 50%

**Rules and Limitations:** Any change to the one allocation allowed for this Rider will initiate a Z-calendar day waiting period before any subsequent changes are allowed. This includes a Z-calendar day waiting period from the GLWB Effective Date. Z can range from 30 days to 365 days. Funds may not be transferred among Subaccounts other than by changing the Subaccount allocation, and funds may not be transferred from one GLWB Investment Strategy to another. The Company may choose to eliminate these restrictions for new issues. References to a specific GLWB Investment Strategy may change or be removed if the corresponding GLWB Investment Strategy is changed, deleted or renumbered. If any conditions are removed, the Company will reorganize the remaining Rules and Limitations accordingly.

## **GUARANTEED LIFETIME WITHDRAWAL BENEFIT (GLWB) RIDER**

### **STATEMENT OF VARIABILITY**

**GLWB Rider Form Number** IR.33 1011

**GLWB Rider Specifications Pages Form Number** IR.33 1011 SP

This document defines the range of variation of bracketed items found on the GLWB Rider and GLWB Rider Specifications Pages. There are two types of variations: (1) those items that are Owner specific and (2) those items that are not Owner specific.

### **IN GENERAL**

**OFFICER SIGNATURES:** This will change on the GLWB Rider if the relevant individuals or titles should change in the future.

**EFFECTIVE DATE:** Future changes made to the GLWB Rider Specifications Pages will trigger a new effective date (located in the bottom right-hand corner of the form).

**PAGE NUMBER:** A page number included in the bottom right hand corner on the GLWB Rider Specifications Pages may change due to formatting.

### **OWNER SPECIFIC VARIABLES**

The filed specimen Rider forms include hypothetical information within the brackets shown on the specifications pages. In an issued Rider, these fields will reflect information specific to the Owner.

**GLWB EFFECTIVE DATE:** Date the Rider is issued.

**COVERED PERSONS:** The lives covered under the GLWB Rider. These are the names and birth dates of the Owner and the Owner's spouse.

**LPA ELIGIBILITY DATE:** The date the Lifetime Payout Amount (LPA) becomes available under the Rider. This is January 1<sup>st</sup> of the calendar year following the year in which the younger Covered Person reaches the LPA Age. If both Covered Persons have reached the LPA Age on the GLWB Effective Date, the LPA Eligibility Date is the GLWB Effective Date. The LPA Eligibility Date is set on the GLWB Effective Date and will not change upon death of the Owner, death of the Owner's spouse, or upon removal of the Owner's spouse as a Covered Person.

### **VARIABLES THAT ARE NOT OWNER SPECIFIC**

The variables bracketed on the filed specification pages and described in the Rider contain current restrictions set by the Company upon development of the Rider. Any changes to these variables will be made in a nondiscriminatory fashion. If any of these variables change from the amount as filed, they will be changed only for new issues.

These items are being filed as variable so that we can adjust them if dictated by market conditions, customer preferences, evidence of antiselection, experience that is markedly different from pricing assumptions, or any other legal reason. Any change to the items will result in a new value remaining within the ranges specified below.

**LPA AGE:** The age at which the Covered Persons first qualify for the LPA. This is based on the younger Covered Person and could range from 45 to 75.

**SPOUSAL FACTOR:** A multiplicative factor applied in the LPA calculation. The factor could vary from 50% to 100%.

### **WITHDRAWAL PERCENTAGE**

**AGEBASED PERCENTAGE:** A component of the total Withdrawal Percentage. The percentage varies by the younger Covered Person's age on the date of the first withdrawal from the contract on or after the LPA Eligibility Date; once this first withdrawal occurs, the Age Based Percentage does not change. The percentage could range from 1% to 10%. Ages could be grouped in a different fashion; the minimum age shown will be equal to the LPA Age.

**DEFERRAL PERCENTAGE:** The increase applied to the Withdrawal Percentage for each complete calendar year during which no withdrawal is taken. This could range from 0.01% to 1%.

**FIRST YEAR DEFERRAL PERCENTAGE:** The increase applied to the Withdrawal Percentage if no withdrawal is taken during the calendar year in which the Rider is issued. This tiering percentage varies based on the month the Rider is issued; it could range from 0% to 1%. In no event will the First Year Deferral Percentage be 0% for every month.

### **MINIMUMS AND MAXIMUMS**

**MINIMUM INITIAL ACCOUNT VALUE:** The minimum initial Account Value required for the GLWB Rider to be added to a Contract. This could range from \$1,000 to \$50,000.

**MAXIMUM INITIAL ACCOUNT VALUE:** The maximum initial Account Value allowed without prior Company approval could range from \$100,000 to \$10,000,000. This amount may vary by age.

**MINIMUM ADDITIONAL PREMIUM:** The minimum amount of any additional premium that may be paid into a Contract with the GLWB Rider. This could range from \$50 to \$50,000.

**MAXIMUM PREMIUM LIMITS:** The total amount that can be paid into a Contract with the GLWB Rider without prior Company approval could range from \$100,000 to \$10,000,000. This amount may vary by age.

**MAXIMUM PREMIUM AGE:** The older Covered Person can be no older than this age for the additional Premiums to be allowed. This could be from age 65 to age 90.

**MINIMUM RIDER AGE:** The younger Covered Person can be no younger than this age for the GLWB Rider to be added to the Contract. This could be from age 30 to age 65.

**MAXIMUM RIDER AGE:** The older Covered Person can be no older than this age for the GLWB Rider to be added to the Contract. This could be from age 65 to age 90.

### **MISCELLANEOUS**

**PRIOR WRITTEN NOTICE PERIOD:** The amount of time before an increase in the GLWB Rider Charge that we will notify the Owner. This could range from 15 days to 90 days.

**LPA ANNUITY OPTION:** The option under which the payment amount is calculated. It could be based on life only, joint life only, or it could include life with a period certain, where the period certain could be five years, ten years, or installment refund.

**CANCELLATION WINDOW:** The days during which the Owner may voluntarily terminate the Rider. This could range the 10 to 90 days following each Contract Anniversary on or after the 5<sup>th</sup> Contract Anniversary to the 20<sup>th</sup> Contract Anniversary. The number of days after we send written notice of an increase in the Rider Charge Percentage could range from 30 to 90.

## **RIDER CHARGE**

**RIDER CHARGE PERCENTAGE:** The annual effective rate of the rider charge that varies depending on the Investment Strategy chosen by the Owner. These percentages could range from 0.20% to the Maximum Rider Charge Percentage, below.

**MAXIMUM RIDER CHARGE PERCENTAGE:** The highest value the Rider Charge Percentage could ever be for a given Rider. This percentage could range from 0.50% to 3.00%.

## **INVESTMENT STRATEGIES, RULES AND LIMITATIONS**

**GLWB INVESTMENT STRATEGIES:** We may add, remove or reorganize Investment Strategies on a nondiscriminatory basis. We may also change the GLWB Investment Strategies per the following:

**Strategy 1**            100% in one of the  $a$  Models listed.  $a$  could range from one to ten. Each of the models will have  $b$  Subaccounts, where  $b$  could range from one to 15. Each of the Subaccounts will have a specified allocation percentage,  $c$ , where  $c$  could range from 5% to 100%.

**Strategy 2**            100% in Subaccounts listed. We may add, remove or reorganize Groups and the Subaccounts within those groups on a nondiscriminatory basis. At least  $z\%$  must be allocated to the Core Fixed Income, where the minimum value of  $z$  could range from 5% to 60%, and the maximum value of  $z$  could range from 40% to 100%. At least  $y\%$  must be allocated to the Core Equity, where the minimum value of  $y$  could range from 5% to 60% and the maximum value of  $y$  could range from 40% to 100%. For the remaining subaccounts the following restrictions apply: at most  $x\%$  can be allocated to the Non-Core Fixed Income, where  $x$  could range from 5% to 50%; at most  $w\%$  can be allocated to the Non-Core Equity, where  $w$  could range from 5% to 50%; at most  $v\%$  can be allocated to the International/Alternative, where  $v$  could range from 5% to 50%

**Rebalancing Frequency:** The Owner chooses the allocation percentages above, and the funds will be rebalanced periodically to meet this allocation. This rebalancing could occur monthly, quarterly, semi-annually or annually.

**Rules and Limitations:** Any change to the one allocation allowed for this Rider will initiate a Z-calendar day waiting period before any subsequent changes are allowed. This includes a Z-calendar day waiting period from the GLWB Effective Date. Z can range from 30 days to 365 days. Funds may not be transferred among Subaccounts other than by changing the Subaccount allocation, and funds may not be transferred from one GLWB Investment Strategy to another. The Company may choose to eliminate these restrictions for new issues. References to a specific GLWB Investment Strategy may change or be removed if the corresponding GLWB Investment Strategy is changed, deleted or renumbered. If any conditions are removed, the Company will reorganize the remaining Rules and Limitations accordingly.

## **DEATH BENEFIT RIDER**

### **STATEMENT OF VARIABILITY**

**Death Benefit Rider Form Number**

**IR.34 1011**

**Death Benefit Rider Specifications Page Form Number**

**IR.34 1011 SP**

This document defines the range of variation of bracketed items found on the Death Benefit Rider and Death Benefit Rider Specifications Page. There are two types of variations: (1) those items that are Owner specific and (2) those items that are not Owner specific.

### **IN GENERAL**

**OFFICER SIGNATURES:** This will change on the Death Benefit Rider if the relevant individuals or titles should change in the future.

**EFFECTIVE DATE:** Future changes made to the Death Benefit Rider Specifications Page will trigger a new effective date (located in the bottom right-hand corner of the form).

**PAGE NUMBER:** A page number included in the bottom right hand corner on the Death Benefit Rider Specifications Page may change due to formatting.

### **OWNER SPECIFIC VARIABLES**

The filed specimen Rider forms include hypothetical information within the brackets shown on the specifications page. In an issued rider, these fields will reflect information specific to the Owner.

**DEATH BENEFIT RIDER EFFECTIVE DATE:** Date the Rider is issued.

### **VARIABLES THAT ARE NOT OWNER SPECIFIC**

The variables bracketed on the filed specification pages and described in the Rider contain current restrictions set by the Company upon development of the Rider. Any changes to these variables will be made in a nondiscriminatory fashion. If any of these variables change from the amount as filed, they will be changed only for new issues.

These items are being filed as variable so that we can adjust them if dictated by market conditions, customer preferences, evidence of antiselection, experience that is markedly different from pricing assumptions, or any other legal reason. Any change to the items will result in a new value remaining within the ranges specified below.

**MAXIMUM RIDER AGE:** The Owner can be no older than this age for the Death Benefit Rider to be added to the Contract. This could be from age 65 to age 90.



## **STATEMENT OF VARIABILITY**

### **Individual Retirement Annuity Endorsement**

EE.12 1011

This document defines the flexibility of bracketed items found in the above endorsement form.

A description of variability is provided for each bracketed item disclosed on the endorsement form. For clarity, each bracket is emphasized in red font.

The endorsement may include a revision date in the lower right-hand corner. The revision date would change to coordinate with any approved variable text changes. When certain items change as reflected in this Statement of Variability, the revision date may be used to identify the correct endorsement form.

#### **1.) Internal Revenue Code Restrictions:**

Description of Variability: The Internal Revenue Code of 1986, as amended, and the regulations issued thereunder ("Code") imposes restrictions on Individual Retirement Annuities (IRAs), including but not limited to, amount of contributions, distribution age, required distributions and election dates. Additionally, the Code imposes time limitations for certain transactions. The Code may add, delete or impose different restrictions at any time in the future. If this occurs, the endorsement will be revised to reflect changes imposed on IRAs by the Code. Changes will be made in a nondiscriminatory fashion. Variability will adhere to the requirements of the Code applicable to IRAs.

#### **2.) Future Recodification:**

Description of Variability: The Code may be recodified in the future or section numbers applicable to IRAs may move or change. If this occurs, the endorsement will be revised to reflect the revised Code section number. Variability will adhere to the requirements of the Code.

#### **3.) Officer Signatures:**

Description of Variability: We may change our officer signatures and titles if such items should change in the future.



**FLEXIBLE PREMIUM DEFERRED FIXED AND  
VARIABLE ANNUITY CONTRACT APPLICATION**

**IL-28-31000**

**STATEMENT OF VARIABILITY**

This document defines the range of variation for items identified by brackets and found on Application Form ICC10 IL-28-31000. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

We certify that any change or modification to a variable item shall be administered in accordance with the requirements in this Statement of Variability, including any requirements for prior approval of a change or modification.

**1. Company Logo and Administrative Addresses**

**Description of Variability:** We reserve the right to change our company logo and administrative address if such items should change in the future. The flexibility to change our logo does not include the Company name.

**2. Marketing Name, Administrative Forms, and Administrative Practices**

**Description of Variability:** We reserve the right to change our Marketing Names of the product, administrative forms and administrative practices from time to time consistent with our current practices.

**3. Owner Information**

**Description of Variability:** To allow for owner types to be added or deleted, as we may change the types of owners that may hold legal title to the annuity. All owner types may not be available for all products we offer. Changes made will comply with applicable regulatory requirements.

**4. Annuitant Information**

**Description of Variability:** To allow for flexibility in making changes to comply with applicable regulatory requirements.

**5. State/County of Birth  
(Found in Owner, Annuitant and Spouse Information)**

**Description of Variability:** To allow for flexibility in making changes to comply with applicable regulatory requirements. These questions may be modified or deleted to comply with applicable anti-money laundering (AML) requirements.

**6. Beneficiary Information**

**Description of Variability:** To allow for flexibility in making changes to comply with applicable regulatory requirements.

**7. Effective Date**

**Description of Variability:** Future changes, as set by the Statement of Variability, made to the application will trigger a new effective date (located in the bottom right-hand corner of the form, Page 1.)

**8. Page Numbers**

**Description of Variability:** A page number is included in the bottom right hand corner and may change due to formatting.

**9. Contract and Premium Information**

**Description of Variability:** Allows the Company to change, add or delete information needed to process the contract and premium received.

**10. Guaranteed Lifetime Withdrawal Benefit Allocation and Strategies**

(Sections on Page 2 and 3)

**Description of Variability:** Allows the Company to delete the optional rider. Allows the Company to add, remove or reorganize Investment Strategies on a nondiscriminatory basis. We may add, delete or change them if dictated by market conditions and trends, customer needs, evidence of anti-selection, experience that is markedly different from pricing assumptions, etc.

We may also change the GLWB Investment Strategies per the following:

**Strategy 1** 100% in one of the  $a$  Models listed.  $a$  could range from one to ten. Each of the models will have  $b$  subaccounts, where  $b$  could range from one to 15. Each of the subaccounts will have a specified allocation percentage,  $c$ , where  $c$  could range from 5% to 100%.

**Strategy 2** 100% in Subaccounts listed. At least  $z\%$  must be allocated to the Core Fixed Income, where the minimum value of  $z$  could range from 5% to 60%, and the maximum value of  $z$  could range from 40% to 100%. At least  $y\%$  must be allocated to the Core Equity, where the minimum value of  $y$  could range from 5% to 60% and the maximum value of  $y$  could range from 40% to 100%. For the remaining subaccounts the following restrictions apply: at most  $x\%$  can be allocated to the Non-Core Fixed Income, where  $x$  could range from 5% to 50%; at most  $w\%$  can be allocated to the Non-Core Equity, where  $w$  could range from 5% to 50%; at most  $v\%$  can be allocated to the International/Alternative, where  $v$  could range from 5% to 50%.

**11. Investment Option Allocation**

**Description of Variability:** Allows the Company to add, remove or reorganize Investment Options on a nondiscriminatory basis. We may add, delete or change them if dictated by market conditions and trends, customer needs, evidence of anti-selection, experience that is markedly different from pricing assumptions, etc.

## **12. Disclosure, Certification and Owner's Signature**

This section contains various disclosures and administrative rules required to comply with state and federal laws, regulations, bulletins, etc., the Owner's signature, and the W-9 information required by the IRS in order to verify the Owner's social security numbers and to properly report tax information.

**Description of Variability:** We reserve the right to add, delete or change information and disclosures to remain in compliance with state and federal requirements.

## **13. Sales Representative/Licensed Agent's Report Section**

**Description of Variability:** With the exception of the Replacement questions, we reserve the right to change the Sales Representative/Licensed Agent Report section to meet our business processing needs.

## **LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well managed and financially stable.

### **DISCLAIMER**

**The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.**

**Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.**

**Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.**

**The Arkansas Life and Health Insurance Guaranty Association  
c/o The Liquidation Division  
1023 West Capitol  
Little Rock, Arkansas 72201**

**Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904**

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

### **COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

## EXCLUSIONS FROM COVERAGE

However, persons owning such policies are **NOT** protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does **NOT** provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employer's plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

## LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover. The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Guaranty Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

**Certificate of Compliance with  
Arkansas Rule and Regulation 6**

Integrity Life Insurance Company NAIC #74780

Form Number(s):

INT-15 1011, Flexible Premium Deferred Fixed and Variable Annuity  
INT-15 1011, Contract Specification Page(s)  
VA-SP, Subaccount Specification Page(s)  
FIXED-STO-SP, Fixed Account Specification Page(s)  
IR.32 1011, Individual Guaranteed Lifetime Withdrawal Benefit Rider  
IR.32 1011 SP, Individual Guaranteed Lifetime Withdrawal Benefit Rider Specification Page  
IR.33 1011, Spousal Guaranteed Lifetime Withdrawal Benefit Rider  
IR.33 1011 SP, Spousal Guaranteed Lifetime Withdrawal Benefit Rider Specification Page  
IR.34 1011 Death Benefit Rider  
IR.34 1011 SP, Death Benefit Rider Specification Page  
EE.12 1011 Traditional IRA Endorsement  
IL-28-3100, Annuity Application

I hereby certify to the best of my knowledge and belief that this filing is in compliance with Rule and Regulation 6.

Michael R. Moser

Signature of Company Officer

Michael Moser

Name

VP & Chief Compliance Officer

Title

8-17-2010

Date

**Certificate of Compliance with  
Arkansas Rule and Regulation 19 & 49**

Integrity Life Insurance Company NAIC #74780

Form Number(s):

INT-15 1011, Flexible Premium Deferred Fixed and Variable Annuity  
INT-15 1011, Contract Specification Page(s)  
VA-SP, Subaccount Specification Page(s)  
FIXED-STO-SP, Fixed Account Specification Page(s)  
IR.32 1011, Individual Guaranteed Lifetime Withdrawal Benefit Rider  
IR.32 1011 SP, Individual Guaranteed Lifetime Withdrawal Benefit Rider Specification Page  
IR.33 1011, Spousal Guaranteed Lifetime Withdrawal Benefit Rider  
IR.33 1011 SP, Spousal Guaranteed Lifetime Withdrawal Benefit Rider Specification Page  
IR.34 1011 Death Benefit Rider  
IR.34 1011 SP, Death Benefit Rider Specification Page  
EE.12 1011 Traditional IRA Endorsement  
IL-28-3100, Annuity Application

I hereby certify to the best of my knowledge and belief that this filing is in compliance with Rule and Regulation 19, 49, ACA 23-79-138 and Bulletin 11-88.



\_\_\_\_\_  
Signature of Company Officer

Michael Moser

Name

VP & Chief Compliance Officer

Title

August 6, 2020

Date



<i>SERFF Tracking Number:</i>	<i>WSST-126671154</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Integrity Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>46467</i>
<i>Company Tracking Number:</i>	<i>INT-15 1011</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>ILIC/VAROOM/RJP</i>		
<i>Project Name/Number:</i>	<i>ILIC/VAROOM/RJP /ILIC/VAROOM/INT-15 1011/RJP</i>		

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

<b>Creation Date:</b>	<b>Schedule</b>	<b>Schedule Item Name</b>	<b>Replacement Creation Date</b>	<b>Attached Document(s)</b>
08/11/2010	Supporting	Certificate of Compliance Document	08/18/2010	AR Certificate of Compliance.pdf (Superceded)

**Certificate of Compliance with  
Arkansas Rule and Regulation 19 & 49**

Integrity Life Insurance Company NAIC #74780

Form Number(s):

ICC10 INT-15 1011, Flexible Premium Deferred Fixed and Variable Annuity

ICC10 INT-15 1011, Contract Specification Page(s)

ICC10 VA-SP, Subaccount Specification Page(s)

ICC10 FIXED-STO-SP, Fixed Account Specification Page(s)

ICC10 IR.32 1011, Individual Guaranteed Lifetime Withdrawal Benefit Rider

ICC10 IR.32 1011 SP, Individual Guaranteed Lifetime Withdrawal Benefit Rider Specification Page

ICC10 IR.33 1011, Spousal Guaranteed Lifetime Withdrawal Benefit Rider

ICC10 IR.33 1011 SP, Spousal Guaranteed Lifetime Withdrawal Benefit Rider Specification Page

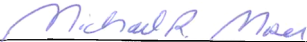
ICC10 IR.34 1011 Death Benefit Rider

ICC10 IR.34 1011 SP, Death Benefit Rider Specification Page

ICC10 EE.12 1011 Traditional IRA Endorsement

ICC10-IL-28-3100, Annuity Application

I hereby certify to the best of my knowledge and belief that this filing is in compliance with Rule and Regulation 19, 49, ACA 23-79-138 and Bulletin 11-88.



\_\_\_\_\_  
Signature of Company Officer

Michael Moser

\_\_\_\_\_  
Name

VP & Chief Compliance Officer

\_\_\_\_\_  
Title



\_\_\_\_\_  
Date